FORM 10-Q

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

[X] Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
For the quarterly period ended June 30, 2002

OR

[ ] Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
For the transition period from _____ to _____

Commission File Number 1-3492

HALLIBURTON COMPANY

(a Delaware Corporation)
75-2677995

3600 Lincoln Plaza
500 N. Akard
Dallas, Texas 75201

Telephone Number - Area Code (214) 978-2600

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
Yes X No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Common stock, par value $2.50 per share:
Outstanding at July 24, 2002 - 436,351,938

HALLIBURTON COMPANY

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Exhibits:
- Halliburton Elective Deferral Plan as amended and restated effective May 1, 2002
- Halliburton Company 2002 Employee Stock Purchase Plan
- Employment Agreement
- Employment Agreement
- Powers of Attorney for Directors
- Powers of Attorney for Executive Officers

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

HALLIBURTON COMPANY
Condensed Consolidated Statements of Income
(Unaudited)
(Millions of dollars and shares except per share data)

	Three Months Ended June 30		Six Months Ended June 30	
	2002	2001	2002	2001
Revenues:				
Services	$ 2,750	$ 2,812	$ 5,279	$ 5,455
Product sales	457	498	917	981
Equity in earnings of unconsolidated affiliates	28	29	46	47
Total revenues	$ 3,235	$ 3,339	$ 6,242	$ 6,483
Operating costs and expenses:				
Cost of services	$ 3,075	$ 2,512	$ 5,605	$ 4,945
Cost of sales	407	454	816	876
General and administrative	97	101	150	192
Gain on sale of joint venture	-	-	(108)	-
Impairment on equity investment	61	-	61	-
Total operating costs and expenses	$ 3,640	$ 3,067	$ 6,524	$ 6,013
Operating income (loss)	(405)	272	(282)	470
Interest expense	(30)	(34)	(62)	(81)
Interest income	12	6	16	10
Foreign currency losses, net	(5)	(1)	(13)	(4)
Other, net	(2)	-	2	-
Income (loss) from continuing operations before income taxes, minority interest, and change in accounting method, net	(430)	243	(339)	395
(Provision) benefit for income taxes	77	(98)	41	(159)
Minority interest in net income of subsidiaries	(5)	(2)	(10)	(7)
Income (loss) from continuing operations before change in accounting method, net	(358)	143	(308)	229
Discontinued operations:				
Loss from discontinued operations, net of tax benefit of $19, $32, $34, and $17	(140)	(60)	(168)	(38)
Gain on disposal of discontinued operations, net of tax of $0, $199, $0, and $199	-	299	-	299
Income (loss) from discontinued operations	(140)	239	(168)	261
Cumulative effect of change in accounting method, net	-	-	-	1
Net income (loss)	$ (498)	$ 382	$ (476)	$ 491
Basic income (loss) per share:				
Income (loss) from continuing operations before change in accounting method, net	$ (0.83)	$ 0.34	$ (0.71)	$ 0.54
Loss from discontinued operations	(0.32)	(0.14)	(0.39)	(0.09)
Gain on disposal of discontinued operations	-	0.70	-	0.70
Net income (loss)	$ (1.15)	$ 0.90	$ (1.10)	$ 1.15
Diluted income (loss) per share:				
Income (loss) from continuing operations before change in accounting method, net	$ (0.83)	$ 0.33	$ (0.71)	$ 0.53
Loss from discontinued operations	(0.32)	(0.14)	(0.39)	(0.09)
Gain on disposal of discontinued operations	-	0.70	-	0.70
Net income (loss)	$ (1.15)	$ 0.89	$ (1.10)	$ 1.14
Cash dividends per share	$ 0.125	$ 0.125	$ 0.25	$ 0.25
Basic average common shares outstanding	432	427	432	427
Diluted average common shares outstanding	432	430	432	430

See notes to quarterly financial statements.

HALLIBURTON COMPANY
Condensed Consolidated Balance Sheets
(Unaudited)
(Millions of dollars and shares except per share data)

	June 30 2002	December 31 2001
Assets		
Current assets:		
Cash and equivalents	$ 383	$ 290
Receivables:		
Notes and accounts receivable, net	2,606	3,015
Unbilled work on uncompleted contracts	1,000	1,080
Total receivables	3,606	4,095
Inventories	808	787
Current deferred income taxes	126	154
Other current assets	253	247
Total current assets	5,176	5,573
Property, plant and equipment after accumulated depreciation of $3,329 and $3,281	2,692	2,669
Equity in and advances to related companies	568	551
Goodwill, net	725	720
Noncurrent deferred income taxes	512	410
Insurance for asbestos litigation claims	1,594	612
Other assets	720	431
Total assets	$ 11,987	$ 10,966
Liabilities and Shareholders' Equity		
Current liabilities:		
Short-term notes payable	$ 66	$ 44
Current maturities of long-term debt	215	81
Accounts payable	1,140	917
Accrued employee compensation and benefits	254	357
Advanced billings on uncompleted contracts	492	611
Deferred revenues	88	99
Income taxes payable	78	194
Reserves on uncompleted contracts	193	101
Other current liabilities	461	504
Total current liabilities	2,987	2,908
Long-term debt	1,264	1,403
Employee compensation and benefits	562	570
Asbestos litigation claims	2,196	737
Minority interest in consolidated subsidiaries	51	41
Other liabilities	672	555
Total liabilities	7,732	6,214
Shareholders' equity:		
Common shares, par value $2.50 per share - authorized 600 shares, issued 456 and 455 shares	1,141	1,138
Paid-in capital in excess of par value	296	298
Deferred compensation	(88)	(87)
Accumulated other comprehensive income	(201)	(236)
Retained earnings	3,742	4,327
	4,890	5,440
Less 20 and 21 shares of treasury stock, at cost	635	688
Total shareholders' equity	4,255	4,752
Total liabilities and shareholders' equity	$ 11,987	$ 10,966

See notes to quarterly financial statements.

HALLIBURTON COMPANY
Condensed Consolidated Statements of Cash Flows
(Unaudited)
(Millions of dollars)

	Six Months Ended June 30	
	2002	2001
Cash flows from operating activities:		
Net income (loss)	$ (476)	$ 491
Adjustments to reconcile net income (loss) to net cash from operations:		
Loss (income) from discontinued operations	168	(261)
Depreciation, depletion and amortization	266	258
Provision (benefit) for deferred income taxes	(73)	50
Distributions from (advances to) related companies, net of equity in (earnings) losses	14	26
Change in accounting method, net	-	(1)
Gain on sale of joint venture	(108)	-
Gain on option component of joint venture sale	(3)	-
Impairment on equity investment	61	-
Asbestos reserve, net	477	95
Accrued special charges	-	(6)
Other non-cash items	72	20
Other changes, net of non-cash items:		
Receivables and unbilled work on uncompleted contracts	227	(346)
Sale of receivables	200	-
Inventories	(24)	(145)
Accounts payable	169	79
Other working capital, net	(239)	42
Other operating activities	(111)	42
Total cash flows from operating activities	620	344
Cash flows from investing activities:		
Capital expenditures	(404)	(344)
Sales of property, plant and equipment	54	39
(Acquisitions) dispositions of businesses, net	134	(139)
Investments - restricted cash	(188)	-
Other investing activities	(10)	(8)
Total cash flows from investing activities	(414)	(452)
Cash flows from financing activities:		
Payments on long-term borrowings	(4)	(9)
(Repayments) borrowings of short-term debt, net	14	(854)
Payments of dividends to shareholders	(109)	(107)
Proceeds from exercises of stock options	-	24
Payments to reacquire common stock	(2)	(8)
Other financing activities	-	(3)
Total cash flows from financing activities	(101)	(957)
Effect of exchange rate changes on cash	(12)	(12)
Net cash flows from discontinued operations	-	1,174
Increase in cash and equivalents	93	97
Cash and equivalents at beginning of period	290	231
Cash and equivalents at end of period	$ 383	$ 328
Supplemental disclosure of cash flow information:		
Cash payments during the period for:		
Interest	$ 53	$ 16
Income taxes	$ 98	$ 145
Non-cash investing and financing activities:		
Liabilities assumed in acquisitions of businesses	$ -	$ 18
Liabilities disposed of in dispositions of businesses	$ -	$ 430

See notes to quarterly financial statements.

HALLIBURTON COMPANY
Notes to Quarterly Financial Statements
(Unaudited)

Note 1. Management Representations

We employ accounting policies that are in accordance with generally accepted accounting principles in the United States of America. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires us to make estimates and assumptions that affect:

- the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements; and
- the reported amounts of revenues and expenses during the reporting period.

Ultimate results could differ from those estimates.

The accompanying unaudited condensed consolidated financial statements were prepared using generally accepted accounting principles for interim financial information, the instructions to Form 10-Q and applicable rules of Regulation S-X. Accordingly, these financial statements do not include all information or footnotes required by generally accepted accounting principles for complete financial statements and should be read together with our 2001 Annual Report on Form 10-K. All adjustments which are, in the opinion of management, of a normal recurring nature and are necessary for a fair presentation of the interim financial statements have been included. Prior period amounts have been reclassified to be consistent with the current presentation.

In our opinion, the condensed consolidated financial statements present fairly our financial position as of June 30, 2002, the results of our operations for the three and six months ended June 30, 2002 and 2001 and our cash flows for the six months then ended. The results of operations for the three and six months ended June 30, 2002 and 2001 may not be indicative of results for the full year.

Note 2. Business Segment Information

During the first quarter of 2002, we announced plans to restructure our businesses into two wholly-owned operating subsidiary groups. One group is focused on energy services and the other is focused on engineering and construction. As part of this restructuring, many support functions which were previously shared were moved into the two business groups. We also decided that the operations of Major Projects, Granherne and Production Services were best managed by our Kellogg Brown & Root subsidiary, or KBR, in the current business environment. These businesses were moved for management and reporting purposes from the Energy Services Group segment to the Engineering and Construction Group segment during the second quarter. All prior period segment results have been restated to reflect this change. Major Projects, which currently consists of the Barracuda-Caratinga project in Brazil, is now reported through the Offshore Operations product line, Granherne is now reported in the Onshore product line and Production Services is now reported under the Operations and Maintenance product line.

The tables below present information on our continuing operations business segments on a comparable basis.

	Three Months Ended June 30		Six Months Ended June 30	
Millions of dollars	2002	2001	2002	2001
Revenues:				
Energy Services Group	$ 1,756	$ 2,008	$ 3,445	$ 3,800
Engineering and Construction Group	1,479	1,331	2,797	2,683
Total	$ 3,235	$ 3,339	$ 6,242	$ 6,483
Operating income (loss):				
Energy Services Group	$ 70	$ 268	$ 239	$ 457
Engineering and Construction Group	(450)	21	(508)	48
General corporate	(25)	(17)	(13)	(35)
Total	$ (405)	$ 272	$ (282)	$ 470

Energy Services Group. The Energy Services Group provides a wide range of discrete services and products and integrated solutions to customers for the exploration, development, and production of oil and gas. The customers for this segment are major, national and independent oil and gas companies. This segment consists of:

- Halliburton Energy Services provides oilfield services and products including discrete products and services and integrated solutions for oil and gas exploration, development and production throughout the world. Products and services include pressure pumping equipment and services, logging and perforating, drilling systems and services, drilling fluids systems, drill bits, specialized completion and production equipment and services, well control, and integrated solutions;
- Landmark Graphics provides integrated exploration and production software information systems, data management services, professional services to the petroleum industry and reservoir description; and
- Other product service lines provide installation and servicing of subsea facilities and pipelines, manufacture of flexible pipe for offshore applications, and pipecoating services. In January 2002 we sold our interest in European Marine Contractors Ltd., a 50%-owned joint venture that provided pipeline services for offshore customers. See Note 3.

Engineering and Construction Group. The Engineering and Construction Group provides engineering, procurement, construction, project management, and facilities operation and maintenance for oil and gas and other industrial and governmental customers. The Engineering and Construction Group, operating as KBR, includes the following five product lines:

- Onshore operations comprise engineering and construction activities, including liquefied natural gas, ammonia, crude oil refineries, and natural gas plants;
- Offshore operations include specialty offshore deepwater engineering and marine technology and worldwide fabrication capabilities;
- Government operations provide operations, maintenance and logistics activities for government facilities and installations;
- Operations and maintenance services include plant operations, maintenance and start up services for both upstream and downstream oil, gas and petrochemical facilities as well as operations, maintenance and logistics services for the power, commercial and industrial markets; and
- Infrastructure provides civil engineering, consulting and project management services.

Intersegment revenues included in the revenues of the business segments are immaterial. Our equity in pretax earnings and losses of unconsolidated affiliates that are accounted for on the equity method is included in revenues and operating income of the applicable segment.

Note 3. Acquisitions and Dispositions

Subsea 7. In May 2002, we contributed a portion of our Halliburton Subsea assets to a newly formed company, Subsea 7, Inc. We contributed assets with a carrying value of approximately $75 million. We own 50% of Subsea 7 and account for this investment using the equity method. The remaining 50% is owned by DSND Subsea ASA.

Magic Earth acquisition. In November 2001, we acquired Magic Earth, Inc., a leading 3-D visualization and interpretation technology company with broad applications in the area of data interpretation. Under the agreement, Halliburton issued 4.2 million shares of common stock from treasury stock valued at $100 million. Magic Earth became a wholly-owned subsidiary and is reported within our Energy Services Group. We recorded intangible assets of $19 million and goodwill of $71 million, all of which is nondeductible for tax purposes. The intangible assets will be amortized based on a five year life.

PES acquisition. In February 2000, we acquired the remaining 74% of the shares of PES (International) Limited that we did not already own. PES had developed technology that complemented Halliburton Energy Services' real-time reservoir solutions. To acquire the remaining 74% of PES, we issued 1.2 million shares of Halliburton common stock and rights that resulted in the issuance of 2.1 million additional shares of Halliburton common stock. We recorded $115 million of goodwill in connection with acquiring the remaining 74%.

During the second quarter of 2001, we contributed the majority of PES' assets and technologies, including $130 million of goodwill associated with the purchase of PES, to a newly formed joint venture with Shell Technology Ventures B.V., WellDynamics. We received $39 million in cash as an equity equalization adjustment. The remaining assets and goodwill of PES relating to completions and well intervention products have been combined with our existing completions product service line. We own 50% of WellDynamics and account for this investment using the equity method.

PGS Data Management acquisition. In March 2001, we acquired the PGS Data Management division of Petroleum Geo-Services ASA (PGS) for $164 million. The agreement also calls for Landmark to provide, for a fee, strategic data management and distribution services to PGS for three years. We recorded intangible assets of $14 million and goodwill of $149 million, $9 million of which is nondeductible for tax purposes.

European Marine Contractors Ltd. disposition. In January 2002, we sold our 50% interest in European Marine Contractors Ltd., an unconsolidated joint venture in the Energy Services Group, to our joint venture partner, Saipem. At the date of sale, we received $115 million in cash and a contingent payment option valued at $16 million resulting in a pretax operating income gain of $108 million. The contingent payment option was based on a formula linked to the Oil Service Index performance. In February 2002, we exercised our option receiving an additional $19 million and recorded a pretax gain of $3 million in Other, net in the income statement as a result of the increase in value of this option. The total transaction resulted in an after-tax gain of $68 million, or $0.16 per diluted share.

Dresser Equipment Group divestiture. In April 2001, we disposed of the remaining businesses in the Dresser Equipment Group. See Note 5.

Note 4. Restricted Cash

At June 30, 2002, we had restricted cash of $188 million included in Other assets. Restricted cash in Other assets mainly consists of a $106 million deposit that collateralizes an appeal bond for a patent infringement judgement on appeal and $56 million as collateral for potential future insurance claim reimbursements. Also included in restricted cash is $26 million primarily related to cash collateral agreements for outstanding letters of credit for various construction projects. In the 2002 first quarter, the $26 million was included as Other current assets on the balance sheet. As the projects are considered long-term in nature, we have reclassified this amount to Other assets on the balance sheet in the second quarter of 2002.

Note 5. Discontinued Operations

In late 1999 and early 2000 we sold our interest in two joint ventures which were a significant portion of our Dresser Equipment Group. These sales prompted a strategic review of the remaining businesses within the Dresser Equipment Group. As a result of this review, we determined that these remaining businesses did not closely fit with our core businesses, long-term goals and strategic objectives. In April 2000, our Board of Directors approved plans to sell all the remaining businesses within the Dresser Equipment Group. We sold these businesses on April 10, 2001. As part of the terms of the transaction, we retained a 5.1% equity interest in the Dresser Equipment Group, which has been renamed Dresser, Inc. In the second quarter of 2001, we recognized a pretax gain on this sale of $498 million ($299 million after-tax). The financial results of the Dresser Equipment Group through March 31, 2001 are presented as discontinued operations in our financial statements.

During the second quarter of 2002, in connection with our asbestos econometric study, we recorded a pretax expense of $153 million, $123 million after-tax, to discontinued operations for existing and future asbestos claims and defense costs related to previously disposed businesses, net of anticipated insurance recoveries. See Note 8. We also recorded pretax expense of $6 million associated with the Harbison-Walker bankruptcy filing. In addition, based upon the impact of certain second quarter items, we adjusted our 2002 estimated effective tax rate for discontinued operations by recording an $11 million tax provision in the second quarter of 2002.

Loss from Discontinued Operations Millions of dollars	Three Months Ended June 30 2002	2001	Six Months Ended June 30 2002	2001
Revenues	$ -	$ -	$ -	$ 359
Operating income	$ -	$ -	$ -	$ 37
Asbestos litigation claims, net of insurance recoveries	(159)	(92)	(202)	(92)
Tax benefit	19	32	34	17
Net loss	$ (140)	$ (60)	$ (168)	$ (38)

Note 6. Receivables and Unapproved Claims

Our receivables are generally not collateralized. See Note 12. With the exception of claims and change orders that are in the process of being negotiated with customers, unbilled work on uncompleted contracts generally represents work currently billable or billable upon achievement of specific contractual milestones.

Recording of profits and losses on long-term contracts requires an estimate of the total profit or loss over the life of each contract. This estimate requires consideration of contract revenue, change orders and claims; less costs incurred and estimated costs to complete. Losses on contracts are recorded in full in the period they are identified. Profits are recorded based upon the total estimated contract profit times the current percentage complete for the contract.

When calculating the amount of total profit or loss on a long-term contract, we include unapproved claims as revenue when the collection is deemed probable based upon the four criteria for recognizing unapproved claims under Statement of Position 81-1 "Accounting for Performance of Construction-Type and Certan Production-Type Contracts". In most cases, the probable unapproved claims included in determining contract profit or loss are less than the actual claim that will be or has been presented to the customer.

When recording the revenue and the associated unbilled receivable for unapproved claims, we only accrue an amount equal to the costs incurred related to probable unapproved claims. Therefore, the difference between the probable unapproved claims included in determining contract profit or loss and the unapproved claims recorded in unbilled work on uncompleted contracts relates to forecasted costs which have not been incurred. The amounts included in determining the profit or loss on contracts, and the amount booked to unbilled work on uncompleted contracts for each period is as follows:

Millions of dollars	June 30 2002	December 31 2001
Probable unapproved claims (included in determining contract profit or loss)	$ 193	$ 137
Unapproved claims in unbilled work on uncompleted contracts	$ 135	$ 102

The claims at June 30, 2002 listed in the above table relate to eight contracts most of which are complete or substantially complete. We are actively engaged in claims negotiation with the customer in all but one case, and in that case we are initiating the arbitration process. The probable unapproved claim related to the arbitration process is $5 million. The largest claim included relates to an offshore field development contract in Brazil which is approximately 43% complete as of the end of the second quarter of 2002. The probable unapproved claims included in determining this contract's loss was $101 million at June 30, 2002 and $43 million at December 31, 2001. As the claim for this contract most likely will not be settled withn one year, amounts in unbilled work on uncompleted contracts of $44 million at June 30, 2002 and $10 million at December 31, 2001 included in the table above have been recorded to long-term unbilled work on uncompleted contracts which is included in Other assets on the balance sheet. All other claims included in the tabel above have been recorded to Unbilled work on uncompleted contracts included in the Total receivables amount on the balance sheet.

In addition, our unconsolidated related companies include probable unapproved claims as revenue to determine the amount of profit or loss for their contracts. As we account for these as equity investments, we only record our equity percentage of the net income from the unapproved claims. Amounts for unapproved claims from our related companies are included in equity in and advances to related companies and totaled $7 million at June 30, 2002 and $0.3 million at December 31, 2001.

Note 7. Inventories

Inventories at June 30, 2002 and December 31, 2001 are composed of the following:

Millions of dollars	June 30 2002	December 31 2001
Finished products and parts	$ 552	$ 520
Raw materials and supplies	184	192
Work in process	72	75
Total	$ 808	$ 787

Included in the table above are inventories on the last-in, first-out method of $50 million at June 30, 2002 and $54 million at December 31, 2001. If the average cost method had been used, total inventories would have been about $20 million higher than reported at June 30, 2002 and December 31, 2001.

Note 8. Commitments and Contingencies

Asbestos litigation. Several of our subsidiaries, particularly DII Industries, LLC (See Note 13) and Kellogg Brown & Root, Inc., are defendants in a large number of asbestos-related lawsuits. The plaintiffs allege injury as a result of exposure to asbestos in products manufactured or sold by former divisions of DII Industries, LLC or in materials used in construction or maintenance projects of Kellogg Brown & Root, Inc. These claims are in three general categories:

- refractory claims;
- other DII Industries, LLC claims; and
- construction claims.

Refractory claims. Asbestos was used in a small number of products manufactured or sold by Harbison-Walker Refractories Company, which DII Industries, LLC acquired in 1967. Harbison-Walker was spun-off by DII Industries, LLC in July, 1992. At that time, Harbison-Walker assumed liability for asbestos claims filed after the spin-off and it agreed to defend and indemnify DII Industries, LLC from liability for those claims. DII Industries, LLC retained responsibility for all asbestos claims pending as of the date of the spin-off. After the spin-off, DII Industries, LLC and Harbison-Walker jointly negotiated and entered into coverage-in-place agreements with a number of insurance companies. Those agreements provide DII Industries, LLC and Harbison-Walker access to the same insurance coverage to reimburse them for defense costs, settlements and court judgments they pay to resolve refractory asbestos claims.

As of June 30, 2002, there were approximately 7,000 open and unresolved pre-spin-off refractory claims against DII Industries, LLC. In addition, there were approximately 139,000 post spin-off claims that name DII Industries, LLC as a defendant. DII Industries, LLC has taken up the defense of unsettled post spin-off refractory claims that name it as a defendant in order to prevent Harbison-Walker from unnecessarily eroding the insurance coverage both companies access for these claims. These claims are now stayed in the Harbison-Walker bankruptcy proceeding.

Other DII Industries, LLC claims. As of June 30, 2002, there were approximately 128,000 open and unresolved claims alleging injuries from asbestos used in other products formerly manufactured by DII Industries, LLC. Most of these claims involve gaskets and packing materials used in pumps and other industrial products.

Construction claims. Our Engineering and Construction Group includes engineering and construction businesses formerly operated by The M.W. Kellogg Company and Brown & Root, Inc., now combined as Kellogg Brown & Root, Inc. As of June 30, 2002, there were approximately 38,000 open and unresolved claims alleging injuries from asbestos in materials used in construction and maintenance projects, most of which were conducted by Brown & Root, Inc. Approximately 1,000 of these claims are asserted against The M.W. Kellogg Company. We believe that Kellogg Brown & Root has a good defense to these claims, and a prior owner of The M.W. Kellogg Company provides Kellogg Brown & Root a contractual indemnification for claims against The M.W. Kellogg Company.

Harbison-Walker Chapter 11 bankruptcy. On February 14, 2002, Harbison-Walker filed a voluntary petition for reorganization under Chapter 11 of the United States Bankruptcy Code in the Bankruptcy Court in Pittsburgh, Pennsylvania. In its bankruptcy-related filings, Harbison-Walker said that it would seek to utilize Sections 524(g) and 105 of the Bankruptcy Code to propose and have confirmed a plan of reorganization that would provide for distributions for all legitimate, pending and future asbestos claims asserted directly against it or asserted against DII Industries, LLC for which Harbison-Walker is required to indemnify and defend DII Industries, LLC. If such a plan of reorganization is confirmed, all pending and future refractory asbestos claims against Harbison-Walker or DII Industries, LLC would be channeled to a Section 524(g)/105 trust for resolution and payment. In order for a trust to be confirmed, at least a majority of the equity ownership of Harbison-Walker would have to be contributed to the trust. We also anticipate a significant financial contribution will also be required to obtain the necessary approvals for the trust. Creation of a trust would also require the approval of 75% of the asbestos claimant creditors of Harbison-Walker.

In connection with the Chapter 11 filing by Harbison-Walker, the Bankruptcy Court issued a temporary restraining order staying all further litigation of more than 200,000 asbestos claims currently pending against DII Industries, LLC in numerous courts throughout the United States. A number of claimants oppose that stay, and filed motions seeking to have the stay terminated. On April 4, 2002, the Bankruptcy Court heard argument on these motions and kept the stay in effect until at least 11 days after the Bankruptcy Court rules on the claimants' motions. When the Bankruptcy Court rules, it may issue a preliminary injunction continuing the stay or it may modify or dissolve the stay as it applies to DII Industries, LLC. It is also possible that the Bankruptcy Court will schedule future hearings while continuing or modifying the stay. At present, there is no assurance that a stay will remain in effect, that a plan of reorganization will be proposed or confirmed, or that any plan that is confirmed will provide relief to DII Industries, LLC. DII Industries, LLC may make a contribution to a trust in order to achieve a confirmed plan. If a plan is not confirmed that provides relief to DII Industries, LLC, it will be required to defend all open claims in the courts in which they have been filed, possibly with reduced access to the insurance shared with Harbison-Walker.

The stayed asbestos claims are those covered by insurance that DII Industries, LLC and Harbison-Walker each access to pay defense costs, settlements and judgments attributable to both refractory and non-refractory asbestos claims. The stayed claims include approximately 139,000 post-1992 spin-off refractory claims, 7,000 pre-spin-off refractory claims and approximately 110,000 other types of asbestos claims pending against DII Industries, LLC. Approximately 51,000 of the claims in the third category are claims made against DII Industries, LLC based on more than one ground for recovery and the stay affects only the portion of the claim covered by the shared insurance. The stay prevents litigation from proceeding while the stay is in effect and also prohibits the filing of new claims. One of the purposes of the stay is to allow Harbison-Walker and DII Industries, LLC time to develop and propose a plan of reorganization.

DII Industries, LLC agreed to provide up to $35 million of debtor-in-possession financing to Harbison-Walker during the pendency of the Chapter 11 proceeding of which $5 million was advanced during the first quarter of 2002. On February 14, 2002, DII Industries, LLC also paid $40 million to Harbison-Walker's United States parent holding company, RHI Refractories Holding Company. This payment was made when Harbison-Walker filed its bankruptcy petition and was charged to discontinued operations in our financial statements in the first quarter of 2002. Harbison-Walker's failure to fulfill its indemnity obligations, and its excessive erosion of the insurance coverage, required DII Industries, LLC to assist Harbison-Walker in its bankruptcy proceeding in order to protect the shared insurance from dissipation. This insurance will be needed if a trust is to be worked out with the asbestos claimants. The payment to RHI Refractories led RHI Refractories to forgive intercompany debt owed to it by Harbison-Walker, thus increasing the assets of Harbison-Walker. DII Industries, LLC will pay another $35 million to RHI Refractories if a plan of reorganization acceptable to DII Industries, LLC is proposed in the bankruptcy proceedings. A further $85 million will be paid to RHI Refractories if a plan acceptable to DII Industries, LLC is approved by 75% of the Harbison-Walker asbestos claimant creditors and confirmed by the Bankruptcy Court.

As a result of DII Industries, LLC's continuing settlement negotiations with the Asbestos Claimants Committee, or ACC, which was formed as part of the Harbison-Walker bankruptcy, and certain law firms that represent a substantial percentage of the plaintiffs that have asserted Harbison-Walker-related claims against DII Industries, LLC, the temporary restraining order originally entered by the Bankruptcy Court on February 14, 2002 has been consensually extended until at least September 18, 2002. On September 18, 2002, DII Industries, LLC and the ACC will present a status report to the Bankruptcy Court. To the extent that the settlement negotiations continue to make progress, DII Industries, LLC anticipates that the ACC will consent to have the temporary restraining order extended for an additional period of time.

DII Industries, LLC's settlement negotiations with the law firms that represent a substantial majority of plaintiffs that have asserted Harbison-Walker-related claims against DII Industries, LLC have not been limited to Harbison-Walker-related claims. Rather, DII Industries, LLC is exploring with these law firms the possibility of resolving, on a global basis, all of the refractory asbestos claims, all of the other DII Industries, LLC asbestos claims (including claims related to historic DII Industries, LLC manufacturing operations and Worthington Corporation) and all of the construction asbestos-related claims, including all future asbestos-related claims. These broader negotiations involve difficult and complex issues. At this time there is no assurance that DII Industries, LLC will be able to reach an acceptable agreement. We expect that these negotiations will continue for some time before we will even be able to make a judgment as to whether a global settlement is reasonably likely.

Asbestos insurance coverage. DII Industries, LLC has substantial insurance that reimburses it for portions of the costs incurred defending asbestos claims, as well as amounts paid to settle claims and court judgments. This coverage is provided by a large number of insurance policies written by dozens of insurance companies. The insurance companies wrote the coverage over a period of more than 30 years for DII Industries, LLC, its predecessors or its subsidiaries and their predecessors. Large amounts of this coverage are now subject to coverage-in-place agreements that resolve issues concerning amounts and terms of coverage. The amount of insurance available to DII Industries, LLC and its subsidiaries depends on the nature and time of the alleged exposure to asbestos, the specific subsidiary against which an asbestos claim is asserted and other factors.

Refractory claims insurance. DII Industries, LLC has approximately $2.1 billion in aggregate limits of insurance coverage for refractory asbestos claims, of which over one-half is with Equitas or other London-based insurance companies. Most of this insurance is shared with Harbison-Walker. Many of the issues relating to the majority of this coverage have been resolved by coverage-in-place agreements with dozens of companies, including Equitas and other London-based insurance companies. Recently, however, Equitas and other London-based companies have attempted to impose new restrictive documentation requirements on DII Industries, LLC and other insureds. Equitas and the other London-based companies have stated that the new requirements are part of an effort to limit payment of settlements to claimants who are truly impaired by exposure to asbestos and can identify the product or premises that caused their exposure.

On March 21, 2002, Harbison-Walker filed a lawsuit in the United States Bankruptcy Court for the Western District of Pennsylvania in its Chapter 11 bankruptcy proceeding. This lawsuit is substantially similar to DII Industries, LLC's lawsuit filed in Texas State Court in 2001 and seeks, among other relief, a determination as to the rights of DII Industries, LLC and Harbison-Walker to the shared general liability insurance. The lawsuit also seeks damages against certain insurers for breach of contract and bad faith, and a declaratory judgment concerning the insurers' obligations under the shared insurance. Although DII Industries, LLC is also a defendant in this lawsuit, it has asserted its own claim to coverage under the shared insurance and is cooperating with Harbison-Walker to secure both companies' rights to the shared insurance. The Bankruptcy Court has ordered the parties to this lawsuit to engage in non-binding mediation. The first mediation session was held on July 26, 2002 and additional sessions are scheduled to take place, provided the Bankruptcy Court's mediation order remains in effect, in September, October and November 2002. Given the early stages of these negotiations, DII Industries, LLC cannot predict whether a negotiated resolution of this dispute will occur or, if such a resolution does occur, the precise terms of such a resolution.

Prior to the Harbison-Walker bankruptcy, on August 7, 2001, DII Industries, LLC filed a lawsuit in Dallas County, Texas, against a number of these insurance companies asserting DII Industries, LLC rights under an existing coverage-in-place agreement and under insurance policies not yet subject to coverage-in-place agreements. The coverage-in-place agreements allow DII Industries, LLC to enter into settlements for small amounts without requiring claimants to produce detailed documentation to support their claims, when DII Industries, LLC believes the settlements are an effective claims management strategy. DII Industries, LLC believes that the new documentation requirements are inconsistent with the current coverage-in-place agreements and are unenforceable. The insurance companies that DII Industries, LLC has sued have not refused to pay larger claim settlements where documentation is obtained or where court judgments are entered. Also, they continue to pay previously agreed to amounts of defense costs that DII Industries, LLC incurs defending refractory asbestos claims. All of the asbestos claims to which this insurance covers are currently stayed by the Harbison-Walker bankruptcy, and consequently the breach of the coverage-in-place agreements is currently having no impact upon DII Industries, LLC.

On May 10, 2002, the London-based insuring entities and companies removed DII Industries, LLC's Dallas County State Court Action to the United States District Court for the Northern District of Texas alleging that federal court jurisdiction existed over the case because it is related to the Harbison-Walker bankruptcy. DII Industries, LLC has filed an opposition to that removal and has asked the federal court to remand the case back to the Dallas County state court. On June 12, 2002, the London-based insuring entities and companies filed a motion to transfer the case to the federal court in Pittsburgh, Pennsylvania. DII Industries, LLC has filed an opposition to that motion to transfer. The federal court in Dallas has yet to rule on any of these motions. Regardless of the outcome of these motions, because of the similar insurance coverage lawsuit filed by Harbison-Walker in its bankruptcy proceeding, it is unlikely that DII Industries, LLC's case will proceed independently of the bankruptcy.

Other DII Industries, LLC claims insurance. DII Industries, LLC has substantial insurance to cover other non-refractory asbestos claims. Two coverage-in-place agreements cover DII Industries, LLC for companies or operations that DII Industries, Inc., either acquired or operated prior to November 1, 1957. Asbestos claims that are covered by these agreements are currently stayed by the Harbison-Walker bankruptcy because the majority of this coverage also applies to refractory claims and is shared with Harbison-Walker. Other insurance coverage is provided by a number of different policies that DII Industries, LLC acquired rights to access when it acquired businesses from other companies. Three coverage-in-place agreements provide reimbursement for asbestos claims made against DII Industries, LLC former Worthington pump division. There is also other substantial insurance coverage with approximately $2.0 billion in aggregate limits that has not yet been reduced to coverage-in-place agreements.

On August 28, 2001, DII Industries, LLC filed a lawsuit in the 192nd Judicial District of the District Court for Dallas County, Texas against certain London-based insuring entities that issued insurance policies that provide coverage to DII Industries, LLC for asbestos-related liabilities arising out of the historical operations of Worthington Corporation or its successors. This lawsuit raises essentially the same issue as to the documentation requirements as the August 7, 2001 Harbison-Walker lawsuit filed in the same court. The London-based insuring entities filed a motion in that case seeking to compel the parties to binding arbitration. The trial court denied that motion and the London-based insuring entities appealed that decision to the state appellate court. The state appellate court denied the appeal and the case should now proceed to resolution in the trial court.

A significant portion of the insurance coverage applicable to Worthington claims is alleged by Federal-Mogul Products, Inc. to be shared with it. In 2001, Federal-Mogul Products, Inc. and a large number of its affiliated companies filed a voluntary petition for reorganization under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court in Wilmington, Delaware.

In response to Federal-Mogul's allegations, on December 7, 2001, DII Industries, LLC filed a lawsuit in the Delaware Bankruptcy Court asserting its rights to insurance coverage under historic general liability policies issued to Studebaker-Worthington, Inc. and its successor for asbestos-related liabilities arising from, among other operations, Worthington's and its successors' historic operations. This lawsuit also seeks a judicial declaration concerning the competing rights of DII Industries, LLC and Federal-Mogul, if any, to this insurance coverage. DII Industries, LLC recently filed a second amended complaint in that lawsuit and the parties are now beginning the discovery process.

At the same time, DII Industries, LLC filed its insurance coverage action in the Federal-Mogul bankruptcy, DII Industries, LLC also filed a second lawsuit in which it has filed a motion for preliminary injunction seeking a stay of all Worthington asbestos-related lawsuits against DII Industries, LLC that are scheduled for trial within the six months following the filing of the motion. The stay that DII Industries, LLC seeks, if granted, would remain in place until the competing rights of DII Industries, LLC and Federal-Mogul to the allegedly shared insurance are resolved. The Court has yet to schedule a hearing on DII Industries, LLC motion for preliminary injunction.

A number of insurers who have agreed to coverage-in-place agreements with DII Industries, LLC have suspended payment under the shared Worthington policies until the Federal-Mogul Bankruptcy Court resolves the insurance issues. Consequently, the effect of the Federal-Mogul bankruptcy on DII Industries, LLC's rights to access this shared insurance is uncertain.

Construction claims insurance. Nearly all of our construction asbestos claims relate to Brown & Root, Inc. operations before the 1980s. Our primary insurance coverage for these claims was written by Highlands Insurance Company during the time it was one of our subsidiaries. Highlands was spun-off to our shareholders in 1996. On April 5, 2000, Highlands filed a lawsuit against us in the Delaware Chancery Court. Highlands asserted that the insurance it wrote for Brown & Root, Inc. that covered construction asbestos claims was terminated by agreements between Halliburton and Highlands at the time of the 1996 spin-off. In March 2001, the Chancery Court ruled that a termination did occur and that Highlands was not obligated to provide coverage for Brown & Root, Inc.'s asbestos claims. This decision was affirmed by the Delaware Supreme Court on March 13, 2002. As a result of this ruling, we wrote-off approximately $35 million in accounts receivable for amounts paid for claims and defense costs and $45 million of accrued receivables in relation to estimated insurance recoveries claims settlements from Highlands in the first quarter 2002. In addition, we dismissed the April 24, 2000 lawsuit we filed against Highlands in Harris County, Texas.

As a consequence of the Delaware Supreme Court's decision, Kellogg Brown & Root no longer has primary insurance coverage from Highlands for asbestos claims. However, Kellogg Brown & Root has significant excess insurance coverage. The amount of this excess coverage that will reimburse us for an asbestos claim depends on a variety of factors. On March 20, 2002, Kellogg Brown & Root filed a lawsuit in the 172nd Judicial District of the District Court of Jefferson County, Texas, against Kellogg Brown & Root's historic insurers that issued these excess insurance policies. In the lawsuit, Kellogg Brown & Root seeks to establish the specific terms under which it can seek reimbursement for costs it incurs in settling and defending asbestos claims from its historic construction operations. Until this lawsuit is resolved, the scope of the excess insurance will remain uncertain. We do not expect the excess insurers will reimburse us for asbestos claims until this lawsuit is resolved.

Significant asbestos judgments on appeal. During 2001, there were several adverse judgments in trial court proceedings that are in various stages of the appeal process. All of these judgments concern asbestos claims involving Harbison-Walker refractory products. Each of these appeals, however, has been stayed by the Bankruptcy Court in the Harbison-Walker Chapter 11 bankruptcy.

On November 29, 2001, the Texas District Court in Orange, Texas, entered judgments against DII Industries, LLC on a $65 million jury verdict rendered in September 2001 in favor of five plaintiffs. The $65 million amount includes $15 million of a $30 million judgment against DII Industries, LLC and another defendant. DII Industries, LLC is jointly and severally liable for $15 million in addition to $65 million if the other defendant does not pay its share of this judgment. We believe that during the trial the court committed numerous errors, including prohibiting DII Industries, LLC from presenting evidence that the alleged illness of the plaintiffs was caused by products of other companies that had previously settled with the plaintiffs. We intend to appeal this judgment and believe that the Texas appellate courts will ultimately reverse this judgment.

On November 29, 2001, the same District Court in Orange, Texas, entered three additional judgments against DII Industries, LLC in the aggregate amount of $35.7 million in favor of 100 other asbestos plaintiffs. These judgments relate to an alleged breach of purported settlement agreements signed early in 2001 by a New Orleans lawyer hired by Harbison-Walker, which had been defending DII Industries, LLC pursuant to the agreement by which Harbison-Walker was spun-off by DII Industries, LLC in July 1992. These settlement agreements expressly bind Harbison-Walker Refractories Company as the obligated party, not DII Industries, LLC. DII Industries, LLC intends to appeal these three judgments on the grounds that it was not a party to the settlement agreements and it did not authorize anyone to settle on its behalf. We believe that these judgments are contrary to applicable law and will be reversed.

On December 5, 2001, a jury in the Circuit Court for Baltimore City, Maryland, returned verdicts against DII Industries, LLC and other defendants following a trial involving refractory asbestos claims. Each of the five plaintiffs alleges exposure to Harbison-Walker products. DII Industries, LLC portion of the verdicts was approximately $30 million. DII Industries, LLC believes that the trial court committed numerous errors and that the trial evidence did not support the verdicts. The trial court has entered judgment on these verdicts. DII Industries, LLC intends to appeal the judgment to the Maryland Supreme Court where we expect the judgment will be significantly reduced, if not totally reversed.

On October 25, 2001, in the Circuit Court of Holmes County, Mississippi, a jury verdict of $150 million was rendered in favor of six plaintiffs against DII Industries, LLC and two other companies. DII Industries, LLC share of the verdict was $21.3 million. The award was for compensatory damages. The jury did not award any punitive damages. The trial court has entered judgment on the verdict. We believe there were serious errors during the trial and we intend to appeal this judgment to the Mississippi Supreme Court. We believe the judgment will ultimately be reversed because there was a total lack of evidence that the plaintiffs were exposed to a Harbison-Walker product or that they suffered compensatory damages. Also, there were procedural errors in the selection of the jury.

Asbestos claims history. Since 1976, approximately 525,000 asbestos claims have been filed against us. Almost all of these claims have been made in separate lawsuits in which we are named as a defendant along with a number of other defendants, often exceeding 100 unaffiliated defendant companies in total. During the second quarter of 2002, we received approximately 26,000 new claims and we closed approximately 7,000 claims. The number of open claims pending against us at the end of the second quarter of 2002, at the end of the first quarter of 2002, at the end of each quarter of 2001 and at the end of 2000 is as follows:

Period Ending	Total Open Claims
June 30, 2002	312,000
March 31, 2002	292,000
December 31, 2001	274,000
September 30, 2001	146,000
June 30, 2001	145,000
March 31, 2001	129,000
December 31, 2000	117,000

The claims include approximately 139,000 at June 30, 2002, 133,000 at March 31, 2002 and 125,000 at December 31, 2001 of post spin-off Harbison-Walker refractory related claims that name DII Industries, LLC as a defendant.

We manage asbestos claims to achieve settlements of valid claims for reasonable amounts. When reasonable settlement is not possible, we contest claims in court. Since 1976, we have closed approximately 214,000 claims through settlements and court proceedings at a total cost of approximately $173 million. We have received or expect to receive from our insurers all but approximately $72 million of this cost, resulting in an average net cost per closed claim of about $336.

Asbestos study and the valuation of unresolved current and future asbestos claims, and related insurance receivables. DII Industries, LLC retained Dr. Francine F. Rabinovitz of Hamilton, Rabinovitz & Alschuler, Inc. to estimate the probable number and value, including defense costs, of unresolved current and future asbestos-related bodily injury claims asserted against DII Industries, LLC and its subsidiaries. Dr. Rabinovitz is a nationally renowned expert in conducting such analyses, has been involved in a number of asbestos-related and other toxic tort-related valuations of current and future liabilities, has served as the expert for two representatives of future claimants in asbestos related bankruptcies and has had her valuation methodologies accepted by numerous courts. Further, the methodology utilized by Dr. Rabinovitz is the same methodology that is utilized by the expert who is routinely retained by the asbestos claimants committee in asbestos-related bankruptcies. Dr. Rabinovitz estimated the probable number and value of unresolved current and future asbestos-related bodily injury claims asserted against DII Industries, LLC and its subsidiaries over a 50 year period; provided, Dr. Rabinovitz indicated, that the basis for estimation in the later years were less certain.

In the past, we have only provided for known outstanding claims as we did not have sufficient information to make a reasonable estimate of future asbestos claims liability. However, as a result of Dr. Rabinovitz's analysis, we are now in a position to accrue not only for known open claims, but also for the projected costs to resolve asbestos claims through 2017. In light of the uncertainties inherent in making long-term projections and as indicated in Dr. Rabinovitz's analysis, although Dr. Rabinovitz's analysis covers 50 years, we do not believe that we have a reasonable basis for estimating under Statement of Financial Accounting Standard No. 5 "Accounting for Contingencies", or SFAS No. 5, asbestos claims, defense costs or probable insurance recoveries past 2017.

The methodology utilized by Dr. Rabinovitz to project DII Industries, LLC's and its subsidiaries' asbestos-related liabilities and defense costs relied upon and included:

- an analysis of DII Industries, LLC's, Kellogg, Brown & Root, Inc.'s and Harbison-Walker Refractories Company's historical asbestos settlements and defense costs to develop average settlement values and average defense costs for specific asbestos-related diseases and for the specific business operation or entity allegedly responsible for the asbestos-related diseases;
- an analysis of DII Industries, LLC's, Kellogg, Brown & Root, Inc.'s and Harbison-Walker Refractories Company's pending inventory of asbestos-related claims by specific asbestos-related diseases and by the specific business operation or entity allegedly responsible for the asbestos-related disease;
- an analysis of the claims filing history for asbestos-related claims against DII Industries, LLC, Kellogg, Brown & Root, Inc. and Harbison-Walker Refractories Company since January 1, 2000 (and alternatively since January 1997) by specific asbestos-related disease and by business operation or entity allegedly responsible for the asbestos-related disease;
- an analysis of the population likely to have been exposed or claim exposure to products manufactured by DII Industries, LLC, its predecessors and Harbison-Walker or to Brown & Root construction and renovation projects; and
- epidemiological studies to estimate the number of people who might allege exposure to products manufactured by DII Industries LLC, its predecessors and Harbison-Walker or to Brown & Root construction and renovation projects that would be likely to develop asbestos-related diseases.

Dr. Rabinovitz's projections are based on historical data supplied by DII Industries, LLC, Kellogg, Brown & Root, Inc. and Harbison-Walker and publicly available studies, including annual surveys by the National Institutes of Health concerning the incidence of mesothelioma deaths. In her analysis, Dr. Rabinovitz projected that the elevated and historically unprecedented rate of claim filings of the last several years, especially as expressed by the ratio of nonmalignant claim filings to malignant claim filings, would continue into the future for 5 more years. After that, Dr. Rabinovitz projected that the ratio of nonmalignant claim filings to malignant claim filings will gradually decrease for a 10 year period ultimately returning to the historical claiming rate and claiming ratio. In making her calculation Dr. Rabinovitz alternately assumed a somewhat lower rate of claim filings, based on an average of the last five years of claims experience, would continue into the future for five more years, but we used the two-year period in establishing reserves for our probable and reasonably estimable liabilities and defense costs as we determined it to be more appropriate and was also the more conservative approach.

Other important assumptions utilized in Dr. Rabinovitz's estimates, which we relied upon in making our accrual are:

- an assumption that there will be no legislative or other systemic changes to the tort system;
- that the Company will continue to aggressively defend against asbestos claims made against the Company; and
- an inflation rate of 3% annually for settlement payments and an inflation rate of 4% annually for defense costs.

Based upon her analysis, Dr. Rabinovitz estimated DII Industries, LLC's total, undiscounted asbestos liabilities, including defense costs. Through 2017, the period during which we believe we have a reasonable basis for estimating under SFAS No. 5, Dr. Rabinovitz estimated the current and future total undiscounted liability for asbestos claims, including defense costs would be $2.2 billion (which includes payments related to the approximately 312,000 claims currently pending).

Using Dr. Rabinovitz's projections, we then conducted an analysis to determine the amount of insurance that we estimate is probable that we will recover in relation to the projected claims and defense costs through 2017. In conducting this analysis, we:

- reviewed DII Industries, LLC's historical course of dealings with its insurance companies concerning the payment of asbestos-related claims, including DII Industries, LLC's over 15 year litigation and settlement history;
- reviewed the terms of DII Industries, LLC's prior and current coverage-in-place settlement agreements;

- reviewed the status of DII Industries, LLC's and Kellogg, Brown & Root, Inc.'s current insurance-related lawsuits and the various legal positions of the parties in those lawsuits in relation to the developed and developing case law and the historic positions taken by insurers in the earlier filed and settled lawsuits;
- engaged in discussions with our counsel; and
- analyzed publicly-available information concerning the ability of the DII Industries, LLC's insurers to meet their obligations through 2017.

Based on that review, analyses and discussions, we made judgements concerning insurance coverage that we believe are reasonable and consistent with our historical course of dealings with our insurers and the relevant case law to determine the probable insurance recoveries for DII Industries, LLC's asbestos liabilities through 2017. This analysis factored in the probable effects of self-insurance features, such as self-insured retentions, policy exclusions, liability caps, current and anticipated insolvencies of DII Industries, LLC's insurers, and various judicial determinations relevant to DII Industries, LLC's insurance programs.

Based on Dr. Rabinovitz's projections and our analysis of the probable insurance recoveries, we established reserves for the probable and reasonably estimable liabilities and defense costs we believe we will pay through 2017 of $2.2 billion, and we have also recorded receivables for the insurance recoveries that are deemed probable through that same date of $1.6 billion. These reserves and insurance receivables are included in noncurrent assets and liabilities due to the extended time periods involved to settle claims. In the second quarter of 2002, we recorded a pretax charge of $483 million. Of this pretax charge, $330 million, $268 million after-tax, was recorded for claims related to Brown & Root construction and renovation projects and was recorded under the Engineering and Construction Group segment. The balance of $153 million, $123 million after-tax, related to claims associated with businesses no longer owned by us and was recorded as discontinued operations. The low effective tax rate on the asbestos charge is due to the recording of a valuation allowance against the United States federal deferred tax asset associated with the accrual as the deferred tax asset may not be fully realizable based upon future taxable income projections.

The total estimated claims through 2017, including the 312,000 current open claims, are approximately one million. A summary of our reserves for these claims and corresponding insurance recoveries is as follows:

	June 30	December 31
Millions of dollars	2002	2001
Asbestos litigation claims	$ 2,196	$ 737
Estimated insurance recoveries:		
Highlands Insurance Company	-	(45)
Other insurance carriers	(1,594)	(567)
Insurance for asbestos litigation claims	(1,594)	(612)
Net liability for open and future (through 2017) asbestos claims	$ 602	$ 125

Accounts receivable for billings to insurance companies for payments made on asbestos claims were $30 million at June 30, 2002, and $18 million at December 31, 2001, excluding accounts receivable written off at the conclusion of the Highlands litigation.

The insurance recoveries we have recorded do not assume any recovery from insolvent insurers or from any state insurance guaranty association and assume that all but one of our insurance companies that are currently solvent will remain solvent through 2017. However, there can be no assurances that these assumptions will be correct. The insurance receivables do not exhaust DII Industries, LLC's insurance coverage for asbestos-related liabilities and we believe that DII Industries, LLC has significant insurance coverage available to it for asbestos-related liabilities that it may incur after 2017.

Projecting future events, such as the number of future asbestos-related lawsuits to be filed against DII Industries, LLC and Kellogg, Brown & Root, Inc., the average cost to resolve such future lawsuits, coverage issues among layers of insurers issuing different policies to different policyholders over extended periods of time, the impact on the amount of insurance recoverable in light of the Harbison-Walker and Federal-Mogul bankruptcies, and the continuing solvency of various insurance companies is subject to many uncertainties that could cause the asbestos-related liabilities and insurance recoveries to be higher or lower than those projected and booked.

Given the inherent uncertainty in making future projections, we plan to have the projections periodically reexamined, and update them based on our experience and other relevant factors such as changes in the tort system and the resolution of the bankruptcies of various asbestos defendants. Similarly, we will re-evaluate our projections concerning our probable insurance recoveries in light of any updates to Dr. Rabinovitz's projections, developments in DII Industries, LLC's and Kellogg, Brown & Root, Inc.'s various lawsuits against its insurance companies and other developments that may impact the probable insurance recoveries.

Securities and Exchange Commission ("SEC") Preliminary Inquiry and Fortune 500 Review. In late May 2002, we received a letter from the Fort Worth District Office of the Securities and Exchange Commission stating that it was initiating a preliminary inquiry into certain of our accounting practices. On June 11, 2002, we received an additional letter requesting information regarding our accounting for cost overruns on construction projects and requesting our voluntary assistance. We responded to that request promptly and met with members of the SEC staff to discuss our response. We received a further request for voluntary assistance on July 11, 2002, which requested additional explanations and supporting documentation. We are in the process of collecting the requested documents and preparing responses to specific inquiries. We are fully cooperating and actively engaged in assisting in the SEC's review.

The SEC's preliminary inquiry largely relates to our accruals of revenue from unapproved claims on engineering and construction contracts and whether we timely disclosed our accrual practice. Accrual of revenue from unapproved claims is an accepted and widely followed accounting practice for companies in the engineering and construction business. Although we accrued unapproved claims in 1998, we first disclosed the accruals in our 1999 Annual Report on Form 10-K. We believe we properly applied the required methodology of the American Institute of Certified Public Accountants' Statement of Position 81-1, "Accounting for Performance of Construction-Type and Certain Production-Type Contracts", and satisfied the relevant criteria for accruing this revenue. The SEC may conclude otherwise.

On December 21, 2001, the SEC's Division of Corporation Finance announced that it would review the annual reports of all Fortune 500 companies that file periodic reports with the SEC. Accordingly, our 2001 Annual Report on Form 10-K is subject to special review by the SEC staff and we may receive comments from the SEC staff in addition to the matters described above. If so, we will promptly respond and attempt to resolve any questions raised by the Division of Corporation Finance.

Securities litigation. On June 3, 2002, a class action lawsuit was filed against us in the United States District Court for the Northern District of Texas on behalf of purchasers of our common stock alleging violations of the federal securities laws. After that date, in excess of fifteen similar class actions were filed against us in that or other federal District Courts. Several of those lawsuits also named as defendants Arthur Andersen, LLP ("Arthur Andersen"), our independent accountants for the period covered by the lawsuit, and several of our present or former officers and directors. Those lawsuits allege that we violated federal securities laws in failing to disclose a change in the manner in which we accounted for unapproved claims on engineering and construction contracts, and that we overstated revenue by accruing the unapproved claims. One such action has since been dismissed voluntarily, without prejudice, upon motion by the filing plaintiff.

In addition to those class actions, two additional class actions have been filed against us and several of our present or former officers and directors alleging different causes of action based upon essentially the same facts and circumstances alleged in the federal securities fraud class actions. One such action, filed in the United States District Court for the Northern District of Texas, alleges violations of ERISA based on the purchase of our securities for our 401(k) retirement plan when we allegedly knew, or should have known, that our financial statements understated losses on certain construction contracts because of our accrual of revenues for as yet unresolved contract claims. The other, which joins Arthur Andersen as an additional defendant, alleges violations of Texas statutory and common law based on the same facts and circumstances as the other cases.

The damages in all of these cases are unspecified. We believe that our actions in accruing revenue for unresolved construction contract claims and related disclosures were appropriate, and that the various class actions described above should be resolved in our favor. Therefore, we intend to deny any wrongdoing and to vigorously defend against these lawsuits. However, at this point all of these lawsuits are in a very preliminary stage, we have not been called upon to file responsive pleadings or dispositive motions, and discovery has not commenced. Although we believe that our position ultimately will be vindicated, it is not possible to estimate the amount of loss or range of possible loss that might result from adverse judgments or settlements of these matters.

BJ Services Company patent litigation. On April 12, 2002, a federal court jury in Houston, Texas, returned a verdict against Halliburton Energy Services, Inc. in the patent infringement lawsuit brought by BJ Services Company, or BJ. The lawsuit alleged that a well fracturing fluid system used by Halliburton Energy Services infringed a patent issued to BJ in January 2000 for a method of well fracturing using a specific fracturing fluid. The jury awarded BJ approximately $98 million in damages, plus pre-judgment interest, less than one-quarter of BJ's claim at the beginning of the trial. The jury also found that there was no intentional infringement by Halliburton Energy Services. As a result of the jury's determination of infringement, the court has enjoined us from further use of our Phoenix fracturing fluid. We have posted a supersedeas bond in the amount of approximately $106 million to cover the damage award, pre-judgment and post-judgment interest, and awardable costs. We have timely appealed this verdict to the Court of Appeals for the Federal Circuit, which hears all appeals of patent cases. We believe that BJ's patent is invalid and unenforceable on a number of grounds, and intend to pursue vigorously our appeal. We have alternative products to use in our fracturing operations, and do not expect the loss of the use of the Phoenix fracturing fluid to have a material adverse impact on our overall energy services business.

Improper payments reported to the Securities and Exchange Commission. We have reported to the Securities and Exchange Commission that one of our foreign subsidiaries operating in Nigeria made improper payments of approximately $2.4 million to a Nigerian national who held himself out as a tax consultant when in fact he was an employee of a local tax authority. The payments were made to obtain favorable tax treatment and clearly violated our Code of Business Conduct and our internal control procedures. The payments were discovered during an audit of the foreign subsidiary. We have conducted an investigation assisted by outside legal counsel. Based on the findings of the investigation we have terminated several employees. None of our senior officers were involved. We are cooperating with the Securities and Exchange Commission in its review of the matter. We plan to take further action to ensure that our foreign subsidiary pays all taxes owed in Nigeria, which may be as much as an additional $3 million and this amount was fully accrued as of March 31, 2002. The integrity of our Code of Business Conduct and our internal control procedures are essential to the way we conduct business.

Environmental. We are subject to numerous environmental legal and regulatory requirements related to our operations worldwide. We take a proactive approach to evaluating and addressing the environmental impact of our operations. Each year we assess and remediate contaminated properties in order to avoid future liabilities and comply with legal and regulatory requirements. On occasion we are involved in specific environmental litigation and claims, including the clean-up of properties we own or have operated as well as efforts to meet or correct compliance-related matters.

We also incur costs related to compliance with ever-changing environmental, legal and regulatory requirements in the jurisdictions where we operate. It is very difficult to quantify the potential liabilities. We do not expect these expenditures to have a material adverse effect on our consolidated financial position or our results of operations. Our accrued liabilities for environmental matters were $48 million as of June 30, 2002 and $49 million as of December 31, 2001.

Letters of credit. In the normal course of business, we have agreements with banks under which approximately $1.3 billion of letters of credit or bank guarantees were issued, including $220 million which relate to our joint ventures' operations. Of these financial instruments, $260 million include provisions that allow the banks to require cash collateralization if our debt ratings fall below the investment grade ratings of BBB- by Standard & Poor's or Baa3 by Moody's Investors' Services. If our debt ratings fall below investment grade, we would also be in technical breach of a bank agreement covering another $127 million of letters of credit at June 30, 2002, which might entitle the bank to set-off rights. In addition, a $151 million letter of credit line, of which $85 million has been issued, includes provisions that allow the bank to require cash collateralization for the full line if debt ratings of either rating agency fall below the rating of BBB by Standard & Poor's or Baa2 by Moody's Investors' Services. These letters of credit and bank guarantees generally relate to our guaranteed performance or retention payments under our long-term contracts and self-insurance. In the past, no significant claims have been made against these financial instruments. We do not anticipate material losses to occur as a result of these financial instruments.

Liquidated damages. We have not accrued $280 million at June 30, 2002 and $97 million at December 31, 2001 of contractual obligations for schedule-related liquidated damages as we do not believe payment is probable. We believe we have valid claims for schedule extensions against the customers which would counter these liquidated damages. Of the total liquidated damages, $260 million at June 30, 2002 and $77 million at December 31, 2001 relate to unasserted liquidated damages for one project in Brazil. The estimated schedule impact of change orders requested by the customer is expected to cover approximately one-half of the $260 million exposure at June 30, 2002 and claims for schedule extension are expected to cover the remaining exposure.

Other. We are a party to various other legal proceedings. We expense the cost of legal fees related to these proceedings. We believe any liabilities we may have arising from these proceedings will not be material to our consolidated financial position or results of operations.

Note 9. Income (loss) Per Share

Millions of dollars and shares except per share data	Three Months Ended June 30		Six Months Ended June 30	
	2002	2001	2002	2001
Income (loss) from continuing operations before change in accounting method, net	$ (358)	$ 143	$ (308)	$ 229
Basic weighted average shares	432	427	432	427
Effect of common stock equivalents	-	3	-	3
Diluted weighted average shares	432	430	432	430
Income (loss) per common share from continuing operations before change in accounting method, net:				
Basic	$ (0.83)	$ 0.34	$ (0.71)	$ 0.54
Diluted	$ (0.83)	$ 0.33	$ (0.71)	$ 0.53

Basic income (loss) per share is based on the weighted average number of common shares outstanding during the period. Diluted income (loss) per share includes additional common shares that would have been outstanding if potential common shares with a dilutive effect had been issued. For the second quarter 2002 and the six months ended June 30, 2002, we have used the basic weighted average shares in the calculation as the effect of the common stock equivalents would be anti-dilutive based upon the net loss from continuing operations. Included in the computation of diluted income per share at June 30, 2001 are rights we issued in connection with the PES acquisition for 0.7 million shares of Halliburton common stock. Excluded from the computation of diluted income per share are options to purchase 1.9 million shares of common stock which were outstanding during the three months ended June 30, 2001 and options to purchase 2.1 million shares of common stock which were outstanding during the six months ended June 30, 2001. These options were outstanding during the applicable period, but were excluded because the option exercise price was greater than the average market price of the common shares.

Note 10. Comprehensive Income (loss)

The components of other comprehensive income adjustments to net income (loss) include the cumulative translation adjustment of some of our foreign entities, minimum pension liability adjustments and unrealized gains on investments and derivatives.

Millions of dollars	Three Months Ended June 30 2002	Three Months Ended June 30 2001	Six Months Ended June 30 2002	Six Months Ended June 30 2001
Net income (loss)	$ (498)	$ 382	$ (476)	$ 491
Cumulative translation adjustment, net of tax	32	(4)	35	(46)
Less reclassification adjustment for gains included in net income	-	102	-	102
Net cumulative translation adjustment, net of tax	32	98	35	56
Adjustment to minimum pension liability	-	12	-	12
Unrealized gains on investments and derivatives	-	4	-	2
Total comprehensive income (loss)	$ (466)	$ 496	$ (441)	$ 561

Accumulated other comprehensive income at June 30, 2002 and December 31, 2001 consisted of the following:

Millions of dollars	June 30 2002	December 31 2001
Cumulative translation adjustment	$ (170)	$ (205)
Pension liability adjustments	(27)	(27)
Unrealized losses on investments and derivatives	(4)	(4)
Total accumulated other comprehensive income	$ (201)	$ (236)

Note 11. Goodwill and Other Intangible Assets

Effective January 1, 2002, we adopted the Financial Accounting Standards Board SFAS No. 142 "Goodwill and Other Intangible Assets", and in accordance with the statement, amortization of goodwill has been discontinued. We have reviewed this new statement and determined that our reporting units as defined under SFAS No. 142 will be the same as our reportable operating segments: Energy Services Group and Engineering and Construction Group. We have completed the impairment tests of goodwill as of January 1, 2002 and determined that our goodwill for each reporting unit is not impaired. We also reevaluated our intangible assets and determined that their remaining useful life is appropriate.

Had we been accounting for our goodwill under SFAS No. 142 for all periods presented, our net income (loss) and earnings (loss) per share would have been as follows.

Millions of dollars	Three Months Ended June 30 2002	Three Months Ended June 30 2001	Six Months Ended June 30 2002	Six Months Ended June 30 2001
Reported net income (loss)	$ (498)	$ 382	$ (476)	$ 491
Goodwill amortization, net of tax	-	10	-	19
Adjusted net income (loss)	$ (498)	$ 392	$ (476)	$ 510
Basic earnings (loss) per share:				
Reported net income (loss)	$ (1.15)	$ 0.90	$ (1.10)	$ 1.15
Goodwill amortization, net of tax	-	0.02	-	0.04
Adjusted net income (loss)	$ (1.15)	$ 0.92	$ (1.10)	$ 1.19
Diluted earnings (loss) per share:				
Reported net income (loss)	$ (1.15)	$ 0.89	$ (1.10)	$ 1.14
Goodwill amortization, net of tax	-	0.02	-	0.04
Adjusted net income (loss)	$ (1.15)	$ 0.91	$ (1.10)	$ 1.18

Note 12. Accounts Receivable Securitization

On April 15, 2002, we entered into an agreement to sell accounts receivable to a bankruptcy-remote limited-purpose funding subsidiary. Under the terms of the agreement, new receivables are added on a continuous basis to the pool of receivables, and collections reduce previously sold accounts receivable. This funding subsidiary sells an undivided ownership interest in this pool of receivables to entities managed by unaffiliated financial institutions under another agreement. Sales to the funding subsidiary have been structured as "true sales" under applicable bankruptcy laws, and the assets of the funding subsidiary are not available to pay any creditors of Halliburton or of its subsidiaries or affiliates, until such time as the agreement with the unaffiliated companies is terminated following sufficient collections to liquidate all outstanding undivided ownership interests. The funding subsidiary retains the interest in the pool of receivables that are not sold to the unaffiliated companies, and is fully consolidated and reported in our financial statements.

The amount of undivided interests, which can be sold under the program, varies based on the amount of eligible receivables in the pool at any given time and other factors. As of June 30, 2002, the funding subsidiary sold a $200 million undivided ownership interest to the unaffiliated companies, and may from time to time sell additional undivided ownership interests. We continue to service, administer and collect the receivables on behalf of the purchaser. The amount of undivided ownership interest in the pool of receivables sold to the unaffiliated companies is reflected as a reduction of accounts receivable in our consolidated balance sheet and as an increase in cash flows from operating activities in our consolidated statement of cash flows.

Note 13. Reorganization of Business Operations

On March 18, 2002 we announced plans to restructure our businesses into two wholly owned operating subsidiary groups, the Energy Services Group and the Engineering and Construction Group. As part of this reorganization, we are separating and consolidating the entities in our Energy Services Group together as direct and indirect subsidiaries of Halliburton Energy Services, Inc. We are also separating and consolidating the entities in our Engineering and Construction Group together as direct and indirect subsidiaries of the former Dresser Industries Inc., which became a limited liability company during the quarter and was renamed DII Industries, LLC. The reorganization of business operations will facilitate the separation, organizationally, financially, and operationally, of our two business segments, which we believe will significantly improve operating efficiencies in both, while streamlining management and easing manpower requirements. In addition, many support functions which were previously shared were moved into the two business groups. As a result, we took actions in the first and second quarter of 2002 to reduce our cost structure by reducing personnel, moving previously shared support functions into the two business groups and realigning ownership of international subsidiaries by group. In the 2002 second quarter, we incurred approximately $56 million, for a total of $67 million for the year, of personnel reduction costs and asset related write-offs. Of this amount, $15 million remains in accruals for severance arrangements. We expect these remaining payments will be made during the second half of 2002. Reorganization charges for the year consisted of $44 million in personnel related expense, $13 million of asset related write-downs, $7 million in professional fees related to the restructuring, and $3 million related to contract terminations. Although we have no specific plans currently, the reorganization would facilitate separation of the ownership of the two businesses in the future if we identify an opportunity that produces greater value for our shareholders than continuing to own both businesses.

Note 14. Impairment of Equity Investment

On July 22, 2002, we signed a letter of intent to sell our 50% interest in the Bredero-Shaw joint venture to our partner, ShawCor Ltd. (SCL.A/TSE). The purchase price of $150 million will be paid $50 million in cash and $100 million in stock and notes. The transaction is subject to approval by each of our Boards of Directors, execution of definitive agreements, and regulatory approvals. During the second quarter of 2002 we recorded a pretax charge of $61 million, or $0.14 per diluted share after-tax in our Energy Services Group, to reflect the impairment of our investment in Bredero-Shaw as a result of the pending transaction.

Note 15. Long-Term Debt and Financial Instruments

On June 26, 2002 we terminated our interest rate swap agreement on our 8% senior note. The notional amount of the swap agreement was $139 million. This interest rate swap was designated as a fair value hedge under SFAS No. 133. Upon termination, the fair value of the interest rate swap was $0.5 million, and had previously been classified in Other assets on the balance sheet. The fair value adjustment to the debt instrument that was hedged will remain and be amortized as a reduction in interest expense using the "Effective Yield Method" over the remaining life of the note.

Note 16. DII Industries, LLC Financial Information

Dresser Industries, Inc. was converted into a Delaware limited liability company during the second quarter of 2002 and its name was changed to DII Industries, LLC. Since becoming a wholly owned subsidiary, DII Industries, LLC has ceased filing periodic reports with the Securities and Exchange Commission. DII Industries, LLC's 8% guaranteed senior notes, which were initially issued by Baroid Corporation, remain outstanding and are fully and unconditionally guaranteed by Halliburton. In January 1999, as part of a legal reorganization associated with the merger, Halliburton Delaware, Inc., our first tier holding company subsidiary, was merged into DII Industries, LLC. The majority of our operating assets and activities are now included in DII Industries, LLC and its subsidiaries. In August 2000, the Securities and Exchange Commission released revised rules governing the financial statements of guarantors and issuers of guaranteed registered securities. The following condensed consolidating financial information presents Halliburton and our subsidiaries on a stand-alone basis using the equity method of accounting for our interest in our subsidiaries.

Condensed Consolidating Statements of Income
Quarter ended June 30, 2002

Millions of dollars	Non-issuer/ Non-guarantor Subsidiaries	DII Industries, LLC (Issuer)	Halliburton Company (Guarantor)	Consolidating Adjustments	Consolidated Halliburton Company
Total revenues	$ 3,235	$(483)	$ (487)	$ 970	$ 3,235
Cost of revenues	(3,543)	-	-		(3,543)
General and administrative	(97)	-	-	-	(97)
Interest expense	(10)	(8)	(12)		(30)
Interest income	11	4	15	(18)	12
Other, net	(4)	(3)	-	-	(7)
Income from continuing operations before taxes and minority interest	(408)	(490)	(484)	952	(430)
Provision for income taxes	70	3	4	-	77
Minority interest in net income of subsidiaries	(5)	-	-	-	(5)
Income from continuing operations	(343)	(487)	(480)	952	(358)
Income from discontinued operations	(140)	-	-	-	(140)
Net income	$ (483)	$(487)	$ (480)	$ 952	$ (498)

Condensed Consolidating Statements of Income
Quarter ended June 30, 2001

Millions of dollars	Non-issuer/ Non-guarantor Subsidiaries	DII Industries, LLC (Issuer)	Halliburton Company (Guarantor)	Consolidating Adjustments	Consolidated Halliburton Company
Total revenues	$ 3,339	$ 170	$ 525	$ (695)	$ 3,339
Cost of revenues	(2,966)	-	-	-	(2,966)
General and administrative	(101)	-	-	-	(101)
Interest expense	(16)	(8)	(10)	-	(34)
Interest income	5	3	29	(31)	6
Other, net	10	125	(17)	(119)	(1)
Income from continuing operations before taxes and minority interest	271	290	527	(845)	243
Provision for income taxes	(99)	(4)	5	-	(98)
Minority interest in net income of subsidiaries	(2)	-	-	-	(2)
Income from continuing operations	170	286	532	(845)	143
Income from discontinued operations	-	239	-	-	239
Net income	$ 170	$ 525	$ 532	$ (845)	$ 382

Condensed Consolidating Statements of Income
Six Months ended June 30, 2002

Millions of dollars	Non-issuer/ Non-guarantor Subsidiaries	DII Industries, LLC (Issuer)	Halliburton Company (Guarantor)	Consolidating Adjustments	Consolidated Halliburton Company
Total revenues	$ 6,242	$ (447)	$ (457)	$ 904	$ 6,242
Cost of revenues	(6,374)	-	-	-	(6,374)
General and administrative	(150)	-	-	-	(150)
Interest expense	(22)	(16)	(24)	-	(62)
Interest income	15	4	28	(31)	16
Other, net	(8)	(3)	-	-	(11)
Income from continuing operations before taxes, minority interest and accounting change	(297)	(462)	(453)	873	(339)
Provision for income taxes	28	5	8	-	41
Minority interest in net income of subsidiaries	(10)	-	-	-	(10)
Income from continuing operations before accounting change	(279)	(457)	(445)	873	(308)
Income from discontinued operations	(168)	-	-	-	(168)
Cumulative effect of accounting change, net	-	-	-	-	-
Net income	$ (447)	$ (457)	$ (445)	$ 873	$ (476)

Condensed Consolidating Statements of Income
Six Months ended June 30, 2001

Millions of dollars	Non-issuer/ Non-guarantor Subsidiaries	DII Industries, LLC (Issuer)	Halliburton Company (Guarantor)	Consolidating Adjustments	Consolidated Halliburton Company
Total revenues	$ 6,483	$ 306	$ 673	$ (979)	$ 6,483
Cost of revenues	(5,821)	-	-	-	(5,821)
General and administrative	(192)	-	-	-	(192)
Interest expense	(21)	(17)	(44)	1	(81)
Interest income	9	6	29	(34)	10
Other, net	(1)	146	(4)	(145)	(4)
Income from continuing operations before taxes and minority interest	457	441	654	(1,157)	395
Provision for income taxes	(167)	(7)	15	-	(159)
Minority interest in net income of subsidiaries	(7)	-	-	-	(7)
Income from continuing operations before accounting change	283	434	669	(1,157)	229
Income from discontinued operations	22	239	-	-	261
Cumulative effect of accounting change, net	1	-	-	-	1
Net income	$ 306	$ 673	$ 669	$(1,157)	$ 491

Condensed Consolidating Balance Sheets
June 30, 2002

Millions of dollars	Non-issuer/ Non-guarantor Subsidiaries	DII Industries, LLC (Issuer)	Halliburton Company (Guarantor)	Consolidating Adjustments	Consolidated Halliburton Company
Assets					
Current assets:					
Cash and equivalents	$ 232	$ -	$ 151	$ -	$ 383
Receivables:					
Notes and accounts receivable, net	2,604	2	-	-	2,606
Unbilled work on uncompleted contracts	999	-	1	-	1,000
Total receivables	3,603	2	1	-	3,606
Inventories	808	-	-	-	808
Other current assets	366	1	12	-	379
Total current assets	5,009	3	164	-	5,176
Property, plant and equipment, net	2,692	-	-	-	2,692
Equity in and advances to unconsolidated affiliates	568	-	-	-	568
Intercompany receivable from consolidated affiliates	-	-	1,983	(1,983)	-
Equity in and advances to consolidated affiliates	-	5,657	3,614	(9,271)	-
Goodwill, net	641	84	-	-	725
Insurance for asbestos litigation claims	1,594	-	-	-	1,594
Other assets	1,178	29	25	-	1,232
Total assets	$ 11,682	$ 5,773	$ 5,786	$(11,254)	$11,987
Liabilities and Shareholders' Equity					
Current liabilities:					
Accounts and notes payable	$ 1,192	$ 154	$ 75	$ -	$ 1,421
Other current liabilities	1,511	13	42	-	1,566
Total current liabilities	2,703	167	117	-	2,987
Long-term debt	206	300	758	-	1,264
Intercompany payable to consolidated affiliates	31	1,682	-	(1,713)	-
Asbestos litigation claims	2,196	-	-	-	2,196
Other liabilities	1,127	10	97	-	1,234
Minority interest in consolidated subsidiaries	51	-	-	-	51
Total liabilities	6,314	2,159	972	(1,713)	7,732
Shareholders' equity:					
Common shares	175	-	1,141	(175)	1,141
Other shareholders' equity	5,193	3,614	3,673	(9,366)	3,114
Total shareholders' equity	5,368	3,614	4,814	(9,541)	4,255
Total liabilities and shareholders' equity	$ 11,682	$ 5,773	$ 5,786	$(11,254)	$11,987

Condensed Consolidating Balance Sheets
December 31, 2001

Millions of dollars	Non-issuer/ Non-guarantor Subsidiaries	DII Industries, LLC (Issuer)	Halliburton Company (Guarantor)	Consolidating Adjustments	Consolidated Halliburton Company
Assets					
Current assets:					
Cash and equivalents	$ 213	$ -	$ 77	$ -	$ 290
Receivables:					
Notes and accounts receivable, net	3,002	13	-	-	3,015
Unbilled work on uncompleted contracts	1,080	-	-	-	1,080
Total receivables	4,082	13	-	-	4,095
Inventories	787	-	-	-	787
Other current assets	323	71	7	-	401
Total current assets	5,405	84	84	-	5,573
Property, plant and equipment, net	2,669	-	-	-	2,669
Equity in and advances to unconsolidated affiliates	551	-	-	-	551
Intercompany receivable from consolidated affiliates	198	-	1,805	(2,003)	-
Equity in and advances to consolidated affiliates	-	6,583	4,409	(10,992)	-
Goodwill, net	636	84	-	-	720
Insurance for asbestos litigation claims	612	-	-	-	612
Other assets	793	27	21	-	841
Total assets	$ 10,864	$ 6,778	$ 6,319	$(12,995)	$10,966
Liabilities and Shareholders' Equity					
Current liabilities:					
Accounts and notes payable	$ 808	$ 129	$ 105	$ -	$ 1,042
Other current liabilities	1,791	20	55	-	1,866
Total current liabilities	2,599	149	160	-	2,908
Long-term debt	211	439	753	-	1,403
Intercompany payable to consolidated affiliates	-	1,765	-	(1,765)	-
Asbestos litigation claims	737	-	-	-	737
Other liabilities	1,016	16	93	-	1,125
Minority interest in consolidated subsidiaries	41	-	-	-	41
Total liabilities	4,604	2,369	1,006	(1,765)	6,214
Shareholders' equity:					
Common shares	175	-	1,138	(175)	1,138
Other shareholders' equity	6,085	4,409	4,175	(11,055)	3,614
Total shareholders' equity	6,260	4,409	5,313	(11,230)	4,752
Total liabilities and shareholders' equity	$ 10,864	$ 6,778	$ 6,319	$(12,995)	$10,966

Condensed Consolidating Statements of Cash Flows
Six Months ended June 30, 2002

Millions of dollars	Non-issuer/ Non-guarantor Subsidiaries	DII Industries, LLC (Issuer)	Halliburton Company (Guarantor)	Consolidating Adjustments	Consolidated Halliburton Company
Net cash flows from operating activities	$ 607	$ (15)	$ 28	$ -	$ 620
Capital expenditures	(404)	-	-	-	(404)
Sales of property, plant and equipment	54	-	-	-	54
Other investing activities	(64)	-	192	(192)	(64)
Payments on long-term borrowings	(4)	-	-	-	(4)
Borrowings (repayments) of short-term debt, net	39	-	(25)	-	14
Payments of dividends to shareholders	-	-	(109)	-	(109)
Proceeds from exercises of stock options	-	-	-	-	-
Payments to reacquire common stock	-	-	(2)	-	(2)
Other financing activities	(197)	15	(10)	192	-
Effect of exchange rate on cash	(12)	-	-	-	(12)
Net cash flows from discontinued operations	-	-	-	-	-
Increase (decrease) in cash and equivalents	$ 19	$ -	$ 74	$ -	$ 93

Condensed Consolidating Statements of Cash Flows
Six Months ended June 30, 2001

Millions of dollars	Non-issuer/ Non-guarantor Subsidiaries	DII Industries, LLC (Issuer)	Halliburton Company (Guarantor)	Consolidating Adjustments	Consolidated Halliburton Company
Net cash flows from operating activities	$ 251	$ 46	$ 47	$ -	$ 344
Capital expenditures	(344)	-	-	-	(344)
Sales of property, plant and equipment	39	-	-	-	39
Other investing activities	(147)	-	1,032	(1,032)	(147)
Payments on long-term borrowings	(4)	(5)	-	-	(9)
Borrowings (repayments) of short-term debt, net	(18)	-	(836)	-	(854)
Payments of dividends to shareholders	-	-	(107)	-	(107)
Proceeds from exercises of stock options	-	-	24	-	24
Payments to reacquire common stock	-	-	(8)	-	(8)
Other financing activities	185	(1,220)	-	1,032	(3)
Effect of exchange rate on cash	(12)	-	-	-	(12)
Net cash flows from discontinued operations	-	1,174	-	-	1,174
Increase (decrease) in cash and equivalents	$ (50)	$ (5)	$ 152	$ -	$ 97

During the second quarter 2002, we identified an error contained in the information set forth in the December 31, 2001 Condensed Consolidating Balance Sheets which were previously disclosed in our periodic reports filed with the SEC. The error has been corrected in the December 31, 2001 Condensed Consolidating Balance Sheets presented in this footnote. The line items and amounts as originally reported and as corrected are as follows:

Asset (Liability)	Non-issuer/ Non-guarantor Subsidiaries		DII Industries, LLC (Issuer)		Halliburton Company (Guarantor)	
	Originally Reported	Corrected Amounts	Originally Reported	Corrected Amounts	Originally Reported	Corrected Amounts
Intercompany receivable from consolidated affiliates	$ 0	$ 198	$ 0	$ 0	$2,854	$ 1,805
Intercompany payable to consolidated affiliates	(1,089)	0	(1,765)	(1,765)	0	0
Equity in and advances to consolidated affiliates	0	0	5,296	6,583	3,122	4,409
Other shareholders' equity	(4,798)	(6,085)	(3,122)	(4,409)	(3,937)	(4,175)
Net	(5,887)	(5,887)	409	409	2,039	2,039

The error had no impact on the information in the Condensed Consolidating Statements of Income or the Condensed Consolidating Statements of Cash Flow for the year ending December 31, 2001. The error also had no impact on the Condensed Consolidated Financial Statements of Halliburton Company or any other footnote disclosures.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

In this section, we discuss the operating results and general financial condition of Halliburton Company and its subsidiaries. We explain:

- factors and risks that impact our business;
- results of our quarterly and year-to-date operating results;
- factors that impacted our cash flows and our liquidity; and
- other items that materially affect our financial condition or earnings.

BUSINESS ENVIRONMENT

Our business is organized around two business segments:

- Energy Services Group; and
- Engineering and Construction Group.

The results of Dresser Equipment Group are reported as discontinued operations through March 31, 2001.

We currently operate in over 100 countries throughout the world, providing a comprehensive range of discrete and integrated products and services to the energy industry, and to other industrial and governmental customers. The majority of our consolidated revenues are derived from the sale of services and products, including engineering and construction activities, to large integrated oil and gas companies as well as national oil companies. These services and products are used throughout the energy industry, from the earliest phases of exploration, development, and production of oil and gas resources through refining and processing.

The industries we serve are highly competitive with many substantial competitors within each segment. No country other than the United States or the United Kingdom accounts for more than 10% of our operations. Unsettled political conditions, acts of terrorism, expropriation or other governmental actions, exchange controls or currency devaluation may result in increased business risk in any one country. We believe the geographic diversification of our business activities reduces the risk that loss of business in any one country would be material to our consolidated results of operations.

Halliburton Company

Activity levels within our two business segments are significantly impacted by the spending of large integrated oil and gas companies and national oil companies on exploration, development, and production programs, capital expenditures for refining and processing facilities and the level of government spending. Also impacting our activity is the status of the global economy, which indirectly impacts oil and gas consumption, demand for petrochemical and investment in infrastructure projects. High levels of worldwide drilling activity, particularly in the United States for gas drilling, occurred in the first half of 2001, but began to decline in the latter part of that year. The decline was partially due to general business conditions caused by global economic unrest and uncertainty which was accelerated by the terrorist attacks on September 11, 2001. The energy industry in the United States was further impacted by consecutive unseasonably warm winters in 2000 and 2001 which caused higher than normal gas storage levels and resultant excess supply as previously reported by the American Gas Association and currently by the Energy Information Administration. The increased gas storage levels contributed to the declining natural gas prices during the second half of 2001 and reduced spending on gas drilling activities. Quarterly average natural gas prices (Henry Hub - expressed in United States dollars per MCF) decreased from $4.48 in the 2001 second quarter, to $2.47 in the 2002 first quarter, then increased to $3.40 during the 2002 second quarter. We expect that the current surplus of gas in storage will keep downward pressure on natural gas prices until well into the winter heating season. We expect natural gas prices to decline during the third quarter and then to firm up as we move into the peak winter demand season in the 2002 fourth quarter and 2003 first quarter assuming an average or colder than average winter.

During the 2002 second quarter and despite weak demand, crude oil prices (West Texas Intermediate - expressed in U.S. dollars per barrel) remained above anticipated levels of less than $20.00 per barrel, due to actions to control production by OPEC. Quarterly average oil prices decreased from $27.93 in the 2001 second quarter, to $21.36 in the 2002 first quarter, and increased to $25.75 during the 2002 second quarter. For the remainder of 2002, oil prices are expected to remain at current levels, but may be volatile due to the political tension in the Middle East, the ability of OPEC to manage member OPEC country production quota levels, and increased production by non-OPEC countries, namely, Norway, Russia and the former Soviet Union countries of the Commonwealth of Independent States.

Energy Services Group

Lower natural gas and crude oil drilling activity since the 2001 third quarter resulted in decreased demand for the services and products provided by the Energy Services Group. The quarterly average worldwide rig count based on published rig count information, decreased from 2,240 in the 2001 second quarter, to 1,932 in the 2002 first quarter, and further decreased to 1,678 during the 2002 second quarter. These rig count decreases were attributable primarily to North America due to lower gas prices brought on by decreased gas drilling demand resulting from a weaker United States economy and higher than normal levels of gas in storage due to an unseasonably warmer winter. The Canadian rig count averaged 147 during the 2002 second quarter compared to 252 in the 2001 second quarter and 383 in the 2002 first quarter. The decrease was a result of a longer than normal spring thaw season preventing drilling activity. The international rig count was relatively flat for the comparable periods. The rig count for the remainder of this year will be predicated on oil and gas prices and demand which will be driven by the United States and world economies and in particular gas demand and gas available in underground storage in the United States to meet winter seasonal requirements.

In addition, the decreased rig activity in the United States has increased pressure on the oilfield services product service lines to discount prices. The price increases we implemented last year and our efforts to manage costs in particular through our 2002 restructuring efforts should partially offset the impacts of lower activity levels and additional discounting. As predicted, our pressure pumping product service line has been significantly impacted by the current economic slowdown due to its dependence on United States gas drilling. Deepwater activity has not been as adversely impacted as land activity by the downturn in the industry, due to the level of investment and the long term nature of contracts. Our drilling systems product service line, which has a large percentage of its business outside the United States and is heavily involved in deepwater oil and gas exploration and development drilling and longer term contracts, has remained strong despite the overall decline in the energy industry.

Drilling activity in the United States and Canada is expected to gradually improve in the second half of the year as compared to the first half of the year. International drilling activity during the second half of 2002 is expected to be flat to down slightly. In the longer term, we expect increased global demand for oil and natural gas products, additional customer spending to replace depleting reserves and our continued technological advances to provide growth opportunities for us.

Engineering and Construction Group

Our engineering and construction projects are longer term in nature and are not as impacted by short-term fluctuations in oil and gas prices. The global economic slowdown continued through the first half of 2002, however, we may see a turnaround during the second half of 2002. Manufacturing activity has recently improved and has led to increased demand for ethylene and for other petrochemical products. However, project awards will continue to be delayed or their scope reduced due to excess capacity in petrochemical supplies. A number of large-scale gas and liquefied natural gas, gas-to-liquids, government and infrastructure projects are being awarded or actively considered. Growth opportunities also exist to provide additional security and defense support to government agencies in the United States and other countries. Demands for these services are expected to grow as governmental agencies seek to control costs and efficiencies by outsourcing these functions and due to new demands created by increased efforts to combat terrorism.

After careful consideration, we have decided to no longer pursue lump sum engineering, procurement, installation and commissioning (EPIC) contracts for the offshore oil and gas industry. An important aspect of our reorganization process was to look closely at each of our businesses to insure that they are self-sufficient including their use of capital and liquidity. In that process, we found that the EPIC offshore business was using a disproportionate share of our bonding and letter of credit capacity relative to its profit contribution. The risk/reward relationship in that segment is no longer attractive to us. We provide a range of engineering, fabrication and project management services to the offshore industry which we will continue to service through a variety of other contracting forms. We have seven fixed price EPIC offshore projects underway and we are fully committed to successful completion of these projects, most of which are substantially complete. We plan to retain our excellent offshore engineering and services capabilities.

Backlog

Our total backlog at June 30, 2002, was $9.8 billion, comprised of $9.4 billion for the Engineering and Construction Group and $0.4 billion for the Energy Services Group. As a result of the 2002 corporate reorganization and movement of our Major Projects, Production Services and Granherne businesses to the Engineering and Construction Group from the Energy Services Group, approximately $1.7 billion of backlog is now reported under the Engineering and Construction Group that was previously reported under the Energy Services Group.

Reorganization of Business Operations

Based on our review, we announced plans to restructure our businesses into two wholly owned operating subsidiary groups, the Energy Services Group and the Engineering and Construction Group. As part of this reorganization, we are separating and consolidating the entities in our Energy Services Group together as direct and indirect subsidiaries of Halliburton Energy Services, Inc. We are also separating and consolidating the entities in our Engineering and Construction Group together as direct and indirect subsidiaries of the former Dresser Industries Inc., which became a limited liability company during the quarter and was renamed DII Industries, LLC. The reorganization of business operations will facilitate the separation, organizationally, financially, and operationally, of our two business segments, which we believe will significantly improve operating efficiencies in both, while streamlining management and easing manpower requirements. In addition, many support functions which were previously shared were moved into the two business groups. Although we have no specific plans currently, the reorganization would facilitate separation of the ownership of the two businesses in the future if we identify an opportunity that produces greater value for our shareholders than continuing to own both businesses.

The corporate reorganization is largely complete and is expected to be concluded by the end of the year. In the second quarter of 2002 we have incurred pretax restructuring charges of $56 million, which brings the year-to-date restructuring cost to $67 million. The year-to-date charges include $44 million in personnel related costs, $13 million in asset write-downs, $7 million in professional fees related to the restructuring and $3 million in contract terminations. We expect to incur additional charges in the second half of this year totaling approximately $20 million. We anticipate that the cost savings will increase so that in 2003 they will result in annualized cost savings of $200 million compared to costs prior to the corporate reorganization.

As a part of the reorganization, we decided that the operations of Major Projects, Granherne and Production Services were best managed by KBR in the current business environment and these businesses were moved from the Energy Services Group to the Engineering and Construction Group during the second quarter. All prior period segment results have been restated to reflect this change. Major Projects, which currently consists of the Barracuda-Caratinga project in Brazil, is now reported through the Offshore Operations product line, Granherne is now reported in the Onshore product line and Production Services is now reported under the Operations and Maintenance product line.

Asbestos

During the quarter, we received an asbestos econometric report from Hamilton, Rabinovitz & Alschuler, Inc. Based upon this report we accrued an additional asbestos pretax charge of $483 million and increased our net asbestos liability to $602 million. Of this pretax charge, $330 million was recorded under the Engineering and Construction Group segment and $153 million was recorded as discontinued operations. At June 30, 2002 our gross liability for asbestos litigation claims increased by $1.5 billion to $2.2 billion, and estimated insurance recoveries increased by $1 billion to a total of $1.6 billion. These amounts include a reserve for estimated incurred but not reported claims to be filed through 2017, as well as all existing claims. See Note 8.

RESULTS OF OPERATIONS IN 2002 COMPARED TO 2001

Second Quarter of 2002 Compared with the Second Quarter of 2001

REVENUES Millions of dollars	Second Quarter 2002	 2001	Increase (decrease)
Energy Services Group	$ 1,756	$ 2,008	$ (252)
Engineering and Construction Group	1,479	1,331	148
Total revenues	$ 3,235	$ 3,339	$ (104)

Consolidated revenues in the 2002 second quarter of $3.2 billion decreased $104 million compared to the 2001 second quarter. International revenues were 67% of total revenues for the 2002 second quarter and 60% in the 2001 second quarter, highlighting the reduction in business levels in the United States.

Energy Services Group revenues were $1.8 billion for the 2002 second quarter, a decrease of 13% from the 2001 second quarter. International revenues were 60% of total revenues in the 2002 second quarter compared to 52% in the 2001 second quarter due to decreased United States drilling activity. Our oilfield services product service line revenues of over $1.5 billion in the 2002 second quarter declined 13% from the 2001 second quarter, primarily due to reduced rig activity, particularly in the United States, and increased discounts. Revenues from logging, completion products, drilling fluids and drill bit product service lines declined between 10% and 13% in the 2002 second quarter from the 2001 second quarter. Pressure pumping revenues were down about 18% from the same period. Drilling systems revenues increased 2% in the 2002 second quarter as compared to the 2001 second quarter due to introduction of new technologies and increased capacity. International revenues were slightly higher in the 2002 second quarter, with a 3% increase over the 2001 second quarter. Geographically, oilfield services North America revenues decreased 29%, reflecting market conditions and weak rig activity in the United States and Canada. Europe/Africa revenues increased 8%. Asia Pacific revenues increased almost 21%. Middle East revenues were up over 12%. Revenues were 4% lower in Latin America due to political instability and an oil workers strike in Venezuela, and the impact of the Argentina economic crisis.

Revenues for the balance of the segment decreased $26 million for the 2002 second quarter as compared to the 2001 second quarter, primarily due to the formation of Subsea 7 on May 23, 2002. We are accounting for our 50% ownership interest in Subsea 7 on the equity method of accounting versus full consolidation of the Halliburton Subsea revenue in the 2001 second quarter. Had it not been for the change in accounting method in connection with the transaction, revenues for the balance of the segment would have increased slightly for the 2002 second quarter. Integrated exploration and production information systems revenues experienced growth of 7%, primarily due to increased professional services as a result of the Magic Earth acquisition.

Engineering and Construction Group revenues of $1.5 billion in the 2002 second quarter were 11% higher than the 2001 second quarter. Revenue in our offshore operations increased 49% in the 2002 second quarter versus the 2001 second quarter, primarily due to progress on a major project in Latin America during 2002. In addition, we had a 10% increase in onshore operations due to the progress on several large projects. Infrastructure revenue increased 8% primarily due to additional revenue from an Australian rail line project which started during second quarter of 2001. Government operations revenue declined 9% in the 2002 second quarter as compared to the 2001 second quarter, as the logistical support contract in the Balkans experienced lower task order volumes. Operations and maintenance revenue declined 5% due to decreased domestic maintenance revenues. International revenues were 76% for the second quarter of 2002 and 73% for the second quarter of 2001. Revenue increased in all geographic regions with the largest increase in Latin America due to progress on a major project.

OPERATING INCOME Millions of dollars	Second Quarter 2002	Second Quarter 2001	Increase (decrease)
Energy Services Group	$ 70	$ 268	$ (198)
Engineering and Construction Group	(450)	21	(471)
General corporate	(25)	(17)	(8)
Total operating income	$ (405)	$ 272	$ (677)

We had a consolidated operating loss of $405 million in the 2002 second quarter compared to $272 million of operating income in the 2001 second quarter. In the 2002 second quarter, we incurred certain charges, which included:

- $56 million in pretax expense related to restructuring charges, of which $37 million related to the Energy Services Group, $10 million related to the Engineering and Construction Group and $9 million related to General corporate;
- $119 million pretax loss in the Engineering and Construction Group on a lump sum fixed price offshore EPIC project in Brazil;

- $330 million pretax loss in the Engineering and Construction Group related to asbestos exposures; and
- $61 million pretax loss in the Energy Services Group on the impairment of our 50% equity investment in the Bredero-Shaw joint venture.

In the 2001 second quarter, we incurred $12 million in goodwill amortization of which $7 million related to the Energy Services Group and $5 million related to the Engineering and Construction Group.

Energy Services Group operating income for the 2002 second quarter decreased $198 million, or 74%, from the 2001 second quarter. Excluding the impairment of our 50% investment in Bredero-Shaw, restructuring charges, and goodwill amortized in the second quarter of 2001, operating income decreased by 39%. The results were significantly impacted by the slower United States economy, lower gas drilling activity primarily in the United States onshore operations and increased discount rates for our services in the United States. Operating income for our oilfield services product service line decreased 52% for the 2002 second quarter as compared to the 2001 second quarter. Excluding the noted items, the decline was approximately 41%. Operating income for the pressure pumping product service line declined by approximately 37%, logging by 50%, and drilling fluids decreased by just under 41% in the 2002 second quarter, as compared to the 2001 second quarter. Our drilling systems product line continue to do well with a 10% increase in operating income due mainly to the new SlickBore (TM) and Geo-Pilot (TM) tools. Geographically, all international regions experienced significant improvements except for Asia Pacific, with the largest increase in the Middle East. Increased activity in the Middle East contributed to higher operating income for the pressure pumping, drilling systems, logging and drilling bit product service lines for that region. Middle East pressure pumping operating income nearly tripled due to this increased activity while drilling systems was up 50%. Operating income in Latin America benefited from retroactive price adjustments in Brazil and Argentina totaling $10 million. Asia Pacific operating income declined primarily related to a $27 million loss on an integrated solutions project in Indonesia and the impact of mobilization of equipment and start-up costs on a project on Sakhalin Island.

Excluding the impairment of our 50% interest in the Bredero-Shaw joint venture, 2002 restructuring charges and goodwill amortization in the 2001 second quarter, operating income for the remainder of the segment increased about $4 million. Increased income at integrated exploration and product information systems and Bredero-Shaw offset lower results within Subsea and the impact of selling EMC earlier this year.

Engineering and Construction Group operating income decreased $471 million, from the 2001 second quarter to the 2002 second quarter. Operating income declined $17 million, excluding the impact of the 2002 restructuring costs, the loss on a major Brazilian project, accrued liabilities associated with asbestos exposure, and goodwill amortization in the 2001 second quarter. This decline occurred primarily in offshore operations where operating income decreased due to a loss on a project in the Philippines of $17 million. As we noted above, we have recorded a $119 million job loss related to a major Brazilian project. In calculating the loss to accrue on this job, we used $101 million in unapproved claims as we believe collection of those claims is probable. This compares to $66 million in unapproved claims used in the 2002 first quarter calculation for this project. In addition, we used $92 million in unapproved claims in calculating the accrued loss on other jobs in the second quarter 2002 and $134 million in unapproved claims used for the accrued loss calculation for several projects in the second quarter 2001. Operating income in onshore operations declined due to several jobs being at or near their completion stages. These decreases were partially offset by higher operating income in government operations, infrastructure and operations and maintenance.

General corporate expenses for the 2002 second quarter were $25 million compared to $17 million for the 2001 second quarter. Excluding 2002 restructuring costs, general corporate expenses were $16 million or a decrease of 6% compared to the 2001 second quarter.

NONOPERATING ITEMS

Interest expense of $30 million for the 2002 second quarter, decreased $4 million compared to the 2001 second quarter. The decrease is due to lower average borrowings in 2002.

Interest income was $12 million in the second quarter of 2002 and $6 million in the second quarter of 2001. The increased interest income is for interest on a note receivable from a customer which had been deferred until collection.

Foreign exchange losses, net were $5 million in the current year quarter compared to $1 million in the second quarter of last year. The increase is due to the continuing economic and financial crisis in Argentina.

Other, net had a $2 million loss in the 2002 second quarter related to financing activities.

Benefit for income taxes of $77 million in the 2002 second quarter resulted in an effective tax benefit of 18%, versus a provision for income taxes in the 2001 second quarter rate of 40%. Excluding the impact of the impairment loss on Bredero-Shaw and charges associated with our asbestos exposure, our effective tax benefit was 39%. The asbestos accrual generates a United States Federal deferred tax asset which may not be fully realizable based upon future taxable income projections and thus we have recorded a partial valuation allowance. The Bredero-Shaw loss created a capital loss for which we have no capital gains to offset and therefore no tax benefit was booked for the loss as future realization of the benefit was questionable.

Loss from continuing operations was $358 million in the 2002 second quarter, compared to income from continuing operations of $143 million in the 2001 second quarter.

Income (loss) from discontinued operations was a $159 million pretax loss, $140 million after-tax or $0.32 per diluted share, for the 2002 second quarter compared to a pretax loss of $92 million, $60 million after-tax or $0.14 per diluted share, for the 2001 second quarter. The loss in 2002 was due primarily to charges of $153 million pretax, $123 million after-tax booked on asbestos exposures. We also recorded pretax expense of $6 million associated with the Harbison-Walker bankruptcy filing. In addition, based upon the impact of certain second quarter items, we adjusted our 2002 estimated effective tax rate for discontinued operations by recording an $11 million tax provision in the second quarter of 2002. The loss in 2001 was due to asbestos exposures primarily from Harbison-Walker.

Net loss for the 2002 second quarter was $498 million, or $1.15 per diluted share. Net income was $382 million, or $0.89 per diluted share for the 2001 second quarter.

First Six Months of 2002 Compared with the First Six Months of 2001

REVENUES Millions of dollars	First Six Months 2002	 2001	Increase (decrease)
Energy Services Group	$ 3,445	$ 3,800	$ (355)
Engineering and Construction Group	2,797	2,683	114
Total revenues	$ 6,242	$ 6,483	$ (241)

Consolidated revenues in the first six months of 2002 of $6.2 billion decreased 4% compared to the first six months of 2001. International revenues were 67% of total revenues for the first half of 2002 and 61% in the first half of 2001 as activity levels remained more stable internationally versus in the United States where rig activity declined putting pressure on pricing and discounting.

Energy Services Group revenues were lower by $355 million in the first half of 2002, a decrease of 9% from the first half of 2001. International revenues were 60% of total revenues for the first six months of 2002 as compared to 52% for the first six months of 2001. Revenues decreased primarily in North America as well as a slight decrease in Latin America, while Europe/Africa, Middle East and Asia Pacific had increases between 8% and 14% as compared to the first six months of 2001. Revenues from our oilfield services product service lines were $3.0 billion for the first six months of 2002 compared to $3.4 billion for the first six months of 2001. Our pressure pumping business experienced a year-over-year decline of 13% while other businesses within the oilfield services product service lines had decreased revenues of 8% to 10% except for drilling systems which increased by 8%. The decline in revenue is attributable to lower levels of activity primarily in North America, which also put pressure on pricing and discounting of work in the United States. Geographically, our oilfield services product service lines declined 25% in North America due to lower rig activity and 3% in Latin America primarily in Argentina due to currency devaluation and in Venezuela due to lower activity brought on by uncertain market conditions. Offsetting these declines were increased revenues in Europe/Africa, Middle East and Asia Pacific primarily in Russia, the Commonwealth of Independent States, West Africa, Saudi Arabia, Egypt, Indonesia and China. Revenues for the remainder of the segment decreased $48 million year-over-year primarily in our Surface/Subsea business reflecting lower vessel utilization and a change in accounting for an unconsolidated investment. On May 23, 2002 Halliburton Subsea and DSND Subsea ASA concluded the formation of Subsea 7 with Halliburton accounting for their 50% ownership interest prospectively on the equity method of accounting versus full consolidation of the results of operations in the first half of 2001. This was partially offset by a 10% increase in revenues in integrated exploration and production information systems compared to the first half of 2001.

Engineering and Construction Group revenues increased $114 million, or 4%, in the first six months of 2002 compared to the first six months of 2001. Year-over-year revenues were 5% lower in North America while increasing 7% outside North America. The increase in all other regions is mainly attributable to a large offshore project in Brazil attaining 43% completion and increased offshore engineering activity. Infrastructure revenues were higher by 11% due to increased progress on the Alice Springs to Darwin Rail Line project in Australia. Government operations product line revenues were 5% lower due to the contract in the Balkans experiencing lower task order volumes. Operations and maintenance revenue declined 9% primarily due to reduced downstream maintenance activity.

OPERATING INCOME Millions of dollars	First Six Months 2002	 2001	Increase (decrease)
Energy Services Group	$ 239	$ 457	$ (218)
Engineering and Construction Group	(508)	48	(556)
General corporate	(13)	(35)	22
Total operating income	$ (282)	$ 470	$ (752)

The first half of 2002 resulted in a consolidated operating loss of $282 million compared to $470 million of operating income in the first half of 2001. In the 2002 first half, we incurred gains and losses, which included:

- $67 million in pretax expense related to restructuring, charges of which $42 million related to the Energy Services Group, $14 million related to the Engineering and Construction Group and $11 million related to General corporate;
- $119 million pretax loss in the Engineering and Construction Group on a lump sum fixed price Brazil project;
- $330 million pretax loss in the Engineering and Construction Group related to asbestos exposures;
- $61 million pretax loss in the Energy Services Group on the impairment of our 50% equity investment in the Bredero-Shaw joint venture;
- $108 million pretax gain in the Energy Services Group on the sale of our 50% interest in European Marine Contractors;
- $98 million pretax expense in the Energy Services Group related to the judgment in a patent infringement case;
- $80 million pretax write-off of billed and accrued receivables related to the Highlands Insurance Company litigation in the Engineering and Construction Group, formerly reported in General corporate; and
- $28 million pretax gain for the value of stock received from the demutualization of an insurance provider in General corporate.

In the first half of 2001 we incurred $23 million in goodwill amortization of which $13 million related to the Energy Services Group and $10 million related to the Engineering and Construction Group.

Energy Services Group operating income for the first half of 2002 declined $218 million, or 48%, as compared to the first half of 2001. Excluding $61 million impairment of our 50% interest in the Bredero-Shaw joint venture, $108 million gain on the sale of our interest in European Marine Contractors, $98 million related to the BJ Services judgment, $42 million in restructuring charges, and 2001 goodwill amortization, operating income declined 29%. Operating income in our oilfield services product service line declined $278 million or 60% reflecting lower rig activity primarily in North America. Pressure pumping operating income decreased 33%, being adversely impacted by reduced gas drilling in North America. Our logging and drilling fluids product services lines were also affected by the rig count decline with operating income declining 61% in logging and 37% in drilling fluids. Offsetting the declines were significantly improved results in the drilling systems product services line with operating income increasing 61% in the first half of 2002 compared to the first half of 2001 benefiting from improved international market activity and the introduction of our new SlickBore (TM) and Geo-Pilot (TM) tools. Our completion products and services product service line had a 37% increase in operating income in the first half of 2002 compared to the first half of 2001. International oilfield services operating income remained strong despite lower international rig activity. All international regions registered over 40% increase in operating income except for Asia Pacific. Operating income for the remainder of the segment increased $60 million. Excluding the impairment of our 50% interest in the Bredero-Shaw joint venture, $108 million gain on the sale of our interest in European Marine Contractors, $7 million in restructuring charges, and 2001 second quarter goodwill amortization, operating income for the remainder of the segment increased $12 million in the first half of 2002 compared to the first half of 2001.

Engineering and Construction Group operating income declined by $556 million compared to the first half of 2001. Excluding the $119 million loss on unapproved claims for a major project in Latin America, $410 million accrued expenses related to net asbestos liability, $14 million in restructuring costs, and goodwill amortization in the 2001 second quarter, operating income declined $23 million. This decline occurred primarily in Offshore operations where operating income decreased $33 million due to a loss on a project in the Philippines. This was partially offset by higher margin technology sales in our Onshore operations. As we noted above, we have recorded a $119 million job loss related to a major Brazilian project. In calculating the loss to accrue for this project, we used $101 million in unapproved claims as we believe collection of those claims is probable. In addition, we used $92 million in unapproved claims in calculating the accrued loss on other jobs in 2002 and $134 million in unapproved claims used for the accrued loss calculation for several projects in the second quarter of 2001.

General corporate expenses for the first half of 2002 were $13 million compared to $35 million in the first half of 2001. Excluding restructuring charges and gain from the value of stock received from demutualization of an insurance provider, expenses would have been $30 million.

NONOPERATING ITEMS

Interest expense of $62 million for the first six months of 2002 decreased $19 million compared to the first six months of 2001. The decrease is due to lower average borrowings in 2002, partially offset by the $4 million in interest related to the patent infringement litigation.

Interest income was $16 million in the first six months of 2002 compared to $10 million in the first six months of 2001. The increased interest income is for interest on a note receivable from a customer which had been deferred until collection.

Foreign exchange losses, net were $13 million in the first six months of 2002 compared to $4 million in the first six months of 2001. The increase is due to the continuing economic and financial crisis in Argentina.

Other, net of $2 million in the first six months of 2002, includes $3 million pretax gain associated with the increase on the option component of the European Marine Contractors Ltd. sale.

Benefit for income taxes was $41 million in the first half of 2002 compared to a provision for income taxes of $159 million in the first half of 2001 reflecting an effective tax rate of 12% for the first six months of 2002 compared to 40% for the first six months of 2001. Excluding the impact of impairment loss on Bredero-Shaw and charges associated with our asbestos exposure, our effective tax rate was 39%. The asbestos accrual generates a United States Federal deferred tax asset which may not be fully realizable based upon future taxable income projections. As a result we have recorded a partial valuation allowance. The Bredero-Shaw loss created a capital loss for which we have no capital gains to offset and therefore no tax benefit was booked for the loss.

Loss from continuing operations was $308 million in the first six months of 2002 compared to income from continuing operations of $229 million in the first six months of 2001.

Loss from discontinued operations was $202 million pretax, $168 million after-tax or $0.39 per diluted share in the first six months of 2002 compared to a loss of $55 million pretax, $38 million after-tax or $0.09 per diluted share. The loss in 2002 was due primarily to charges recorded for asbestos exposures. We also recorded pretax expense of $6 million associated with the Harbison-Walker bankruptcy filing. In addition, based upon the impact of certain second quarter items, we adjusted our 2002 estimated effective tax rate for discontinued operations by recording an $11 million tax provision in the second quarter of 2002. The net loss for 2001 represents the results of Dresser Equipment Group through March 31, 2001 and an asbestos accrual primarily related to Harbison-Walker.

Gain on disposal of discontinued operations of $299 million after-tax, or $0.70 per diluted share, in 2001 resulted from the sale of our remaining businesses in the Dresser Equipment Group in April 2001.

Cumulative effect of accounting change, net in 2001 of $1 million reflects the impact of adoption of Statement of Financial Accounting Standard No. 133, "Accounting for Derivative Instruments and for Hedging Activities." After recording the cumulative effect of the change our estimated annual expense under Financial Accounting Standards No. 133 is not expected to be materially different from amounts expensed under the prior accounting treatment.

Net loss for the first six months of 2002 was $476 million, or $1.10 per diluted share. Net income for the first six months of 2001 was $491 million, or $1.14 per diluted share.

LIQUIDITY AND CAPITAL RESOURCES

We ended the second quarter of 2002 with cash and equivalents of $383 million, an increase of $93 million from the end of 2001.

Cash flows from operating activities provided $620 million in the first six months of 2002 compared to $344 million in the first half of 2001. Working capital items, which include receivables, sales of receivables, inventories, accounts payable and other working capital, net, provided $333 million of cash in the first six months of 2002 compared to using $370 million in the same period of 2001. Included in changes to other operating activities for the first half of 2002 is a $40 million payment related to the Harbison-Walker bankruptcy filing. The 2002 change in sales of receivables relates to the sales of $200 million of undivided ownership interest to unaffiliated companies by the funding subsidiary under the account receivable securitization agreement. See Note 12 for further discussion.

Cash flows from investing activities were $414 million in the first six months of 2002 and $452 million in the first half of 2001. Capital expenditures in the first six months of 2002 were $404 million as compared to $344 million for the first six months of 2001. Capital spending in the first half of 2002 continued to be primarily directed to Halliburton Energy Services, for fracturing equipment and directional and logging-while-drilling tools. We invested $60 million in an integrated solutions project. Dispositions of businesses in the first half of 2002 include $134 million collected from the sale of our European Marine Contractors Ltd. joint venture. Included in the change in restricted cash for the first half of 2002 is a $106 million deposit that collateralizes an appeal bond for a patent infringement judgment on appeal and $56 million as collateral for potential future insurance claim reimbursements. Also included in changes in restricted cash is $26 million primarily related to cash collateral agreements for letters of credit we currently have outstanding for various construction projects. In the first quarter the $26 million was included as Other current assets on the balance sheet and as an operating cash outflow. As the projects are considered long term in nature and we receive the interest on this cash, we have reclassified this amount to Other assets on the balance sheet and investing activities on the cash flow. In March 2001, we acquired PGS Data Management division of Petroleum Geo-Services ASA for $164 million cash.

Cash flows from financing activities used $101 million in the first six months of 2002 as compared to $957 million for the first six months of 2001. We paid dividends of $109 million to our shareholders in the first six months of 2002 compared to $107 million in the first six months of 2001. Proceeds from exercises of stock options provided cash flows of $24 million in the first quarter of 2001. With the proceeds from the sale of the Dresser Equipment Group in April 2001 we repaid our short-term debt in 2001.

Cash flows from discontinued operations provided $1.2 billion in the first six months of 2001. Discontinued operations cash flows for 2001 include the proceeds from the sale of the Dresser Equipment Group.

Capital resources from internally generated funds and access to capital markets are sufficient to fund our working capital requirements and investing activities. Our combined short-term notes payable and long-term debt was 27% of total capitalization at June 30, 2002 and 24% at December 31, 2001. At June 30, 2002, we have $188 million in restricted cash included in Other assets. See Note 5. In addition, on April 15, 2002, we entered into an agreement to sell accounts receivable to provide additional liquidity. See Note 12.

Late in 2001 and early in 2002, Moody's Investors' Services lowered its ratings of our long-term senior unsecured debt to Baa2 and our short-term credit and commercial paper ratings to P-2. In addition, Standard & Poor's lowered its ratings of our long-term senior unsecured debt to A- and our short-term credit and commercial paper ratings to A-2. The ratings were lowered due to the agencies' concerns about asbestos litigation and the general weakening in the oilfield services sector. Although our long-term ratings continue at investment grade levels the cost of new borrowing is higher and our access to the debt markets is more volatile at the new rating levels. Reduced ratings and concerns about asbestos litigation, along with recent changes in the banking and insurance markets, will also result in higher cost and more limited access to markets for other credit products including letters of credit and surety bonds. Investment grade ratings are BBB- or higher for Standard & Poor's and Baa3 or higher for Moody's Investors' Services. Our current ratings are three levels above BBB- on Standard & Poor's and one level above Baa3 on Moody's Investors' Services.

We have $700 million of committed lines of credit from banks that are available if we maintain an investment grade rating. In August 2002 $350 million of our $700 million in unused and undrawn bank lines will expire. We do not expect to replace the expiring bank lines at this time. The remaining $350 million facility expires on August 16, 2006. As of June 30, 2002, no amounts have been borrowed under these lines.

In the normal course of business, we have agreements with banks under which approximately $1.3 billion of letters of credit or bank guarantees were issued, including $220 million which relate to our joint ventures' operations. Of these financial instruments, $260 million include provisions that allow the banks to require cash collateralization if our debt ratings fall below the investment grade ratings of BBB- by Standard & Poor's or Baa3 by Moody's Investors' Services. If our debt ratings fall below investment grade, we would also be in technical breach of a bank agreement covering another $127 million of letters of credit at June 30, 2002, which might entitle the bank to set-off rights. In addition, a $151 million letter of credit line, of which $85 million has been issued, includes provisions that allow the banks to require cash collateralization for the full line if debt ratings of either rating agency fall below the rating of BBB by Standard & Poor's, three downgrades from our current rating or Baa2 by Moody's Investors' Services, one downgrade from our current rating. In the event the ratings of our debt by either agency falls, we may have to issue additional debt or equity securities or obtain additional credit facilities in order to satisfy the cash collateralization requirements under the instruments referred to above and meet our other liquidity needs. We anticipate that any such new financing would not be on terms as attractive as those we have currently and that we would also be subject to increased borrowing costs and interest rates. These letters of credit and bank guarantees relate to our guaranteed performance or retention payments under our long-term contracts and self-insurance. In the past, no significant claims have been made against these financial instruments. We do not anticipate material losses to occur as a result of these financial instruments.

Our Halliburton Elective Deferral Plan has a provision that if the Standard & Poor's rating falls below BBB the amounts credited to the participants accounts will be paid to the participants in a lump-sum within 45 days. At June 30, 2002 this was approximately $50 million.

On July 12, 2001 we issued $425 million of two and five year medium-term notes under our medium-term note program. The notes consist of $275 million of 6% fixed rate notes due August 1, 2006 and $150 million of floating rate notes due July 16, 2003. Net proceeds from the two medium-term note offerings were used to reduce short-term debt in 2001. In addition, we have a $75 million medium-term note due August 2002. Currently we do not expect to issue new debt to replace the medium-term note.

CRITICAL ACCOUNTING POLICIES

The preparation of financial statements requires the use of judgments and estimates. During the quarter, we reevaluated our critical accounting policies and related disclosures. Based upon this review and certain changes in our business, the following critical accounting policies have been updated or added:

- forecasting our effective tax rate including, our ability to utilize foreign tax credits and the realizability of deferred tax assets; and
- loss contingencies, related to asbestos litigation.

This discussion and analysis should be read in conjunction with our condensed consolidated financial statements and related notes included elsewhere in this report and our Form 10-K for the year ended December 31, 2001 filed with the SEC.

Tax Accounting

We account for our income taxes in accordance with Statement of Financial Accounting Standards No. 109 "Accounting for Income Taxes", which requires the recognition of the amount of taxes payable or refundable for the current year; and an asset and liability approach in recognizing the amount of deferred tax liabilities and assets for the future tax consequences of events that have been recognized in our financial statements or tax returns. We apply the following basic principles in accounting for our income taxes at the date of the financial statements:

- a current tax liability or asset is recognized for the estimated taxes payable or refundable on tax returns for the current year;
- a deferred tax liability or asset is recognized for the estimated future tax effects attributable to temporary differences and carryforwards;

- the measurement of current and deferred tax liabilities and assets is based on provisions of the enacted tax law; the effects of future changes in tax laws or rates are not anticipated; and
- the value of deferred tax assets is reduced, if necessary, by the amount of any tax benefits that, based on available evidence, are not expected to be realized.

We determine deferred taxes separately for each tax-paying component (an entity or a group of entities that is consolidated for tax purposes) in each tax jurisdiction. That determination includes the following procedures:

- identify the types and amounts of existing temporary differences;
- measure the total deferred tax liability for taxable temporary differences using the applicable tax rate;
- measure the total deferred tax asset for deductible temporary differences and operating loss carryforwards using the applicable tax rate;
- measure the deferred tax assets for each type of tax credit carryforward; and
- reduce the deferred tax assets by a valuation allowance if, based on the weight of available evidence, it is more likely than not that some portion or all of the deferred tax assets will not be realized due to expiration before we are able to realize their benefit, or that future deductibility is uncertain.

This methodology requires a significant amount of judgment regarding assumptions and the use of estimates, which can create significant variances between actual results and estimates. Examples include the forecasting of our effective tax rate and the potential realization of deferred tax assets in the future, such as utilization of foreign tax credits. This process involves making forecasts of current and future years' United States taxable income, foreign taxable income and related taxes in order to estimate the foreign tax credits. Unforeseen events, such as the timing of asbestos settlements, and other tax timing issues may significantly affect these estimates. These factors can affect the accuracy of our tax account balances and impact our future reported earnings.

Loss Contingencies

Asbestos. In the past, we have only provided for known outstanding claims as we did not have sufficient information to make a reasonable estimate of future asbestos claims liability. DII Industries, LLC retained Dr. Francine F. Rabinovitz of Hamilton, Rabinovitz & Alschuler, Inc. to estimate the probable number and value, including defense costs, of unresolved current and future asbestos-related bodily injury claims asserted against DII Industries, LLC and its subsidiaries. As a result of Dr. Rabinovitz's analysis, we were able to accrue not only for known open claims, but also for the projected costs to resolve asbestos claims through 2017 during the second quarter of 2002. In light of the uncertainties inherent in making long-term projections, however, although Dr. Rabinovitz's analysis covers 50 years, we do not believe that we have a reasonable basis for estimating, under Statement of Financial Accounting Standard No. 5 "Accounting for Contingencies", or SFAS No. 5, asbestos claims, defense costs or probable insurance recoveries past 2017.

The methodology utilized by Dr. Rabinovitz to project DII Industries, LLC's and its subsidiaries' asbestos-related liabilities and defense costs relied upon and included:

- an analysis of historical asbestos settlements and defense costs;
- an analysis of the pending inventory of asbestos-related;
- an analysis of the claims filing history for asbestos-related claims since January 1, 2000 (and alternatively since January 1997);
- an analysis of the population likely to have been exposed or claim exposure to certain products or construction and renovation projects; and
- epidemiological studies to estimate the number of people who might allege exposure to products.

Dr. Rabinovitz's projections are based on historical data supplied by DII Industries, LLC, Kellogg, Brown & Root, Inc. and Harbison-Walker and publicly available studies, including annual surveys by the National Institutes of Health concerning the incidence of mesothelioma deaths. In her analysis, Dr. Rabinovitz projected that the elevated and historically unprecedented rate of claim filings of the last several years, especially as expressed by the ratio of nonmalignant claim filings to malignant claim filings, would continue into the future for 5 more years. After that, Dr. Rabinovitz projected that the ratio of nonmalignant claim filings to malignant claim filings will gradually decrease for a 10 year period ultimately returning to the historical claiming rate and claiming ratio. In making her calculation Dr. Rabinovitz alternately assumed a somewhat lower rate of claim filings, based on an average of the last five years of claims experience, would continue into the future for five more years, but we used the more conservative two-year period in establishing reserves for our probable and reasonably estimable liabilities and defense costs.

Other important assumptions utilized in Dr. Rabinovitz's estimates, which we relied upon in making our accrual are:

- an assumption that there will be no legislative or other systemic changes to the tort system;
- that the Company will continue to aggressively defend against asbestos claims made against the Company; and
- an inflation rate of 3% annually for settlement payments and an inflation rate of 4% annually for defense costs.

Based upon her analysis, Dr. Rabinovitz estimated DII Industries, LLC's total, undiscounted asbestos liabilities, including defense costs. Through 2017, the period during which we believe we have a reasonable basis for estimating under SFAS No. 5, Dr. Rabinovitz estimated the current and future total undiscounted liability for asbestos claims, including defense costs would be $2.2 billion (which includes payments related to the approximately 312,000 claims currently pending).

Using Dr. Rabinovitz's projections, we then conducted an analysis to determine the amount of insurance that we estimate is probable that we will recover in relation to the projected claims and defense costs through 2017. In conducting this analysis, we:

- reviewed DII Industries, LLC's historical course of dealings with its insurance companies concerning the payment of asbestos-related claims, including DII Industries, LLC's over 15 year litigation and settlement history;
- reviewed the terms of DII Industries, LLC's prior and current coverage-in-place settlement agreements;
- reviewed the status of DII Industries, LLC's and Kellogg, Brown & Root, Inc.'s current insurance-related lawsuits and the various legal positions of the parties in those lawsuits in relation to the developed and developing case law and the historic positions taken by insurers in the earlier filed and settled lawsuits;
- engaged in discussions with our counsel; and
- analyzed publicly-available information concerning the ability of the DII Industries, LLC's insurers to meet their obligations through 2017.

Based on that review, analyses and discussions, we made judgments concerning insurance coverage that we believe are reasonable and consistent with our historical course of dealings with our insurers and the relevant case law to determine the probable insurance recoveries for DII Industries, LLC's asbestos liabilities through 2017. This analysis factored in the probable effects of self-insurance features, such as self-insured retentions, policy exclusions, liability caps, current and anticipated insolvencies of DII Industries, LLC's insurers, and various judicial determinations relevant to DII Industries, LLC's insurance programs.

Based on Dr. Rabinovitz's projections and our analysis of the probable insurance recoveries, we established reserves for the probable and reasonably estimable liabilities and defense costs we believe we will pay through 2017 of $2.2 billion, and we have also recorded receivables for the insurance recoveries that are deemed probable through that same date of $1.6 billion.

The insurance receivables we have recorded do not assume any recovery from insolvent insurers or from any state insurance guaranty association and assume that all but one of our insurance companies that are currently solvent will remain solvent through 2017. However, there can be no assurances that these assumptions will be correct. The insurance receivables do not exhaust DII Industries, LLC's insurance coverage for asbestos-related liabilities and we believe that DII Industries, LLC has significant insurance coverage available to it for asbestos-related liabilities that it may incur after 2017.

Projecting future events, such as the number of future asbestos-related lawsuits to be filed against DII Industries, LLC and Kellogg, Brown & Root, Inc., the average cost to resolve such future lawsuits, coverage issues among layers of insurers issuing different policies to different policyholders over extended periods of time, the impact on the amount of insurance recoverable in light of the Harbison-Walker and Federal-Mogul bankruptcies, and the continuing solvency of various insurance companies is subject to many uncertainties that could cause the asbestos-related liabilities and insurance recoveries to be higher or lower than those projected and booked.

Given the inherent uncertainty in making future projections, we plan to have the projections periodically reexamined, and update them based on our experience and other relevant factors such as changes in the tort system and the resolution of the bankruptcies of various asbestos defendants. Similarly, we will re-evaluate our projections concerning our probable insurance recoveries in light of any updates to Dr. Rabinovitz's projections, developments in DII Industries, LLC's and Kellogg, Brown & Root, Inc.'s various lawsuits against its insurance companies and other developments that may impact the probable insurance recoveries.

ENVIRONMENTAL MATTERS

We are subject to numerous environmental, legal and regulatory requirements related to our operations worldwide. As a result of those obligations, we are involved in environmental litigation and claims, the clean-up of properties we own or have operated, and efforts to meet or correct compliance-related matters.

ACCOUNTING CHANGES

In August 2001, the Financial Accounting Standards Board issued SFAS No. 143 "Accounting for Asset Retirement Obligations" which addresses the financial accounting and reporting for obligations associated with the retirement of tangible long-lived assets and the associated assets' retirement costs. The new standard will be effective for us beginning January 1, 2003, and we are currently reviewing and evaluating the effects this standard will have on our future financial condition, results of operations, and accounting policies and practices.

In April 2002, the Financial Accounting Standards Board issued SFAS No. 145, "Rescission of FASB Statements No. 4, 44, and 64, Amendment of FASB Statement No. 13, and Technical Corrections". This Statement rescinds SFAS No. 4, "Reporting Gains and Losses from Extinguishment of Debt", the amendment to SFAS No. 4, and SFAS No. 64, "Extinguishments of Debt Made to Satisfy Sinking-Fund Requirements". SFAS No. 145 also amends paragraph 14(a) of SFAS No. 13, "Accounting for Leases", to eliminate an inconsistency between the accounting for sale-leaseback transactions and certain lease modifications that have economic effects that are similar to sale-leaseback transactions. We do not believe the effects of this new standard will have a material effect on our future financial condition or operations.

FORWARD-LOOKING INFORMATION

The Private Securities Litigation Reform Act of 1995 provides safe harbor provisions for forward-looking information. Forward-looking information is based on projections and estimates, not historical information. Some statements in this Form 10-Q are forward-looking and use words like "may," "may not," "believes," "do not believe," "expects," "do not expect," "do not anticipate," and similar expressions. We may also provide oral or written forward-looking information in other materials we release to the public. Forward-looking information involves risks and uncertainties and reflects our best judgment based on current information. Our results of operations can be affected by inaccurate assumptions we make or by known or unknown risks and uncertainties. In addition, other factors may affect the accuracy of our forward-looking information. As a result, no forward-looking information can be guaranteed. Actual events and the results of operations may vary materially.

While it is not possible to identify all factors, we continue to face many risks and uncertainties that could cause actual results to differ from our forward-looking statements including:

Legal

- asbestos litigation including the judgments against us in late 2001 and their related appeals;
- the ability of our insurers for our asbestos exposures to pay claims in the future;
- future asbestos claims settlement and defense costs;
- number of future asbestos claims;
- other litigation, including, for example, class action shareholder lawsuits, contract disputes, patent infringements and environmental matters;
- trade restrictions and economic embargoes imposed by the United States and other countries;
- changes in governmental regulations in the numerous countries in which we operate including, for example, regulations that:
  - encourage or mandate the hiring of local contractors; and
  - require foreign contractors to employ citizens of, or purchase supplies from, a particular jurisdiction;

- potentially adverse customer reaction, and time and expense responding to the increased scrutiny of Halliburton by the media and others;
- environmental laws and regulations, including, for example, those that:
    - require emission performance standards for facilities; and
    - the potential regulation of hydraulic fracturing as underground injection;
- any unexpected adverse outcome of the SEC's current inquiries into Halliburton's accounting policies, practices and procedures; and
- adverse results of increased review and scrutiny of Halliburton by regulatory authorities, media and others;

Geopolitical
- unsettled political conditions, war, the effects of terrorism, civil unrest, currency controls and governmental actions in the numerous countries in which we operate;
- operations in countries with significant amounts of political risk, including, for example, Algeria, Angola, Argentina, Colombia, Indonesia, Libya, Nigeria, Russia, and Venezuela; and
- changes in foreign exchange rates and exchange controls as were experienced in Argentina in late 2001 and early 2002;

Liquidity
- reductions in debt ratings by rating agencies including, for example, our recent reductions by Standard & Poor's and Moody's Investors' Services in late 2001 and early 2002;
- access to lines of credit, credit markets and credit from suppliers under acceptable terms;
- availability of financing from the United States Export/Import Bank;
- borrowing costs in the future;
- ability to issue letters of credit and surety bonds; and
- ability to raise capital via the sale of stock;

Weather related
- the effects of severe weather conditions, including, for example, hurricanes and typhoons, on offshore operations and facilities; and
- the impact of prolonged severe or mild weather conditions on the demand for and price of oil and natural gas;

Customers
- the magnitude of governmental spending and outsourcing for military and logistical support of the type that we provide, including, for example, support services in Bosnia;
- changes in capital spending by customers in the oil and gas industry for exploration, development, production, processing, refining, and pipeline delivery networks;
- changes in capital spending by governments for infrastructure projects of the sort that we perform;
- consolidation of customers in the oil and gas industry including, for example, the proposed merger of Conoco and Phillips Petroleum; and
- claim negotiations with engineering and construction customers on cost variances and change orders on major projects, including, for example, the Barracuda-Caratinga project in Brazil;
- ability of our customers to timely pay the amounts due us;

Industry
- technological and structural changes in the industries that we serve;
- changes that impact the demand for oil and gas including, for example, the slowdown in the global economy following the terrorist attacks on the United States on September 11, 2001;
- changes in the price of oil and natural gas, resulting from:
    - OPEC's ability to set and maintain production levels and prices for oil;
    - the level of oil production by non-OPEC countries;
    - the policies of governments regarding exploration for and production and development of their oil and natural gas reserves; and
    - the level of demand for oil and natural gas, especially natural gas in the United States where demand is currently below last years' usage; and
- changes in the price or the availability of commodities that we use or of key insurance coverages;

- risks that result from entering into fixed fee projects, where failure to meet schedules, cost estimates or performance targets could result in non-reimbursable costs which cause the project not to meet our expected profit margins or incur a loss;
- risks that result from entering into complex business arrangements for technically demanding projects where failure by one or more parties could result in monetary penalties; and
- the risk inherent in the use of derivative instruments of the sort that we use which could cause a change in value of the derivative instruments as a result of:
  - adverse movements in foreign exchange rates, interest rates, or commodity prices; or
  - the value and time period of the derivative being different than the exposures or cash flows being hedged;

Systems
- the successful deployment of SAP throughout our remaining Energy Services Group businesses, principally Baroid and Sperry Sun; and
- the successful identification, procurement and installation of a new financial system to replace the current system for the Engineering and Construction Group;

Personnel and mergers/reorganizations/dispositions
- increased competition in the hiring and retention of employees in specific areas, including, for example, energy services operations, accounting and finance;
- integration of acquired businesses into Halliburton, including, for example, our 2001 acquisitions of Magic Earth, Inc. and PGS Data Management, including:
  - standardizing information systems or integrating data from multiple systems;
  - maintaining uniform standards, controls, procedures and policies; and
  - combining operations and personnel of acquired businesses with ours;
- effectively restructuring operations and personnel within Halliburton including, for example, the reorganization of our engineering and construction business in early 2001 and the recent segregation of our business into two separate entities under Halliburton;
- ensuring acquisitions and new products and services add value and complement our core businesses; and
- successful completion of planned dispositions.

In addition, future trends for pricing, margins, revenues and profitability remain difficult to predict in the industries we serve. We do not assume any responsibility to publicly update any of our forward-looking statements regardless of whether factors change as a result of new information, future events or for any other reason. You should review any additional disclosures we make in our press releases and Forms 10-Q, 8-K and 10-K to the United States Securities and Exchange Commission. We also suggest that you listen to our quarterly earnings release conference calls with financial analysts.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

We are exposed to financial instrument market risk from changes in foreign currency exchange rates, interest rates and to a limited extent, commodity prices. We selectively manage these exposures through the use of derivative instruments to mitigate our market risk from these exposures. The objective of our risk management is to protect our cash flows related to sales or purchases of goods or services from market fluctuations in currency rates. Our use of derivative instruments includes the following types of market risk:
- volatility of the currency rates and commodity prices;
- time horizon of the derivative instruments;
- market cycles; and
- the type of derivative instruments used.

We do not use derivative instruments for trading purposes. We do not consider any of these risk management activities to be material.

PART II. OTHER INFORMATION

Item 4. Submission of Matters to a Vote of Security Holders

At our Annual Meeting of Stockholders held on May 15, 2002, stockholders were asked to consider and act upon:

(1) the election of Directors for the ensuing year,
(2) a proposal to approve the Halliburton Company 2002 Employee Stock Purchase Plan; and
(3) a stockholder proposal on auditor services.

The following table sets out, for each matter where applicable, the number of votes cast for, against or withheld, as well as the number of abstentions and broker non-votes.

(1) Election of Directors:

Name of Nominee	Votes For	Votes Withheld
Robert L. Crandall	357,240,074	9,002,829
Kenneth T. Derr	357,667,297	8,575,606
Charles J. DiBona	359,038,088	7,204,815
Lawrence S. Eagleburger	312,919,052	53,323,851
William R. Howell	357,412,938	8,829,965
Ray L. Hunt	357,694,176	8,548,727
David J. Lesar	359,140,702	7,102,201
Aylwin B. Lewis	359,290,693	6,952,210
J. Landis Martin	358,721,972	7,520,931
Jay A. Precourt	359,435,705	6,807,098
Debra L. Reed	359,355,282	6,887,621
C. J. Silas	357,542,983	8,699,920

(2) Proposal to approve the 2002 Employee Stock Purchase Plan:

Number of Votes For	334,839,586
Number of Votes Against	28,255,615
Number of Votes Abstain	3,147,702
Number of Broker Non-Votes	0

(3) Shareholder proposal on auditor services:

Number of Votes For	31,871,260
Number of Votes Against	227,511,245
Number of Votes Abstain	5,204,576
Number of Broker Non-Votes	101,655,822

Item 6. Exhibits and Reports on Form 8-K

(a) Exhibits

* 10.1 Halliburton Elective Deferral Plan as amended and restated effective May 1, 2002.

* 10.2 Halliburton Company 2002 Employee Stock Purchase Plan.

* 10.3 Employment Agreement (Albert O. Cornelison).

* 10.4 Employment Agreement (Weldon J. Mire).

* 24.1 Powers of attorney for the following directors:

  Robert L. Crandall
  Kenneth T. Derr
  Charles J. DiBona
  Lawrence S. Eagleburger
  W. R. Howell
  Ray L. Hunt
  David J. Lesar
  Aylwin B. Lewis
  J. Landis Martin
  Jay A. Precourt
  Debra L. Reed
  C. J. Silas

* 24.2 Powers of attorney for the following executive officers:

  Jerry H. Blurton
  Lester L. Coleman
  Albert O. Cornelison
  Douglas L. Foshee
  Robert R. Harl
  Arthur D. Huffman
  Weldon J. Mire
  R. Charles Muchmore, Jr.
  Edgar Ortiz
  David R. Smith

* Filed with this Form 10-Q.

(b) Reports on Form 8-K

Date Filed	Date of Earliest Event	Description of Event
During the second quarter of 2002:		
April 15, 2002	April 12, 2002	Item 5. Other Events for a press release announcing a Federal court has rendered a verdict in a patent infringement case.
April 18, 2002	April 17, 2002	Item 4. Changes in Registrant's Certifying Accountant for a press release announcing the dismissal of Arthur Andersen LLP as independent auditors and the appointment of KPMG LLP.
May 8, 2002	May 7, 2002	Item 5. Other Events for a press release announcing 2002 first quarter earnings.

Date Filed	Date of Earliest Event	Description of Event
During the second quarter of 2002 (cont'd):		
May 13, 2002	May 9, 2002	Item 5. Other Events for a press release announcing the annual meeting of shareholders.
May 15, 2002	May 15, 2002	Item 5. Other Events for a press release announcing 2002 second quarter dividend.
May 21, 2002	May 20, 2002	Item 5. Other Events for a press release announcing asbestos plaintiffs agree to extend current stay on asbestos claims until June 4, 2002.
May 29, 2002	May 28, 2002	Item 5. Other Events for a press release announcing the settlement of thirty asbestos claims.
May 29, 2002	May 28, 2002	Item 5. Other Events for a press release announcing that the Securities and Exchange Commission has initiated a preliminary investigation of accounting treatment of cost overruns on construction jobs.
June 4, 2002	June 4, 2002	Item 5. Other Events for a press release announcing asbestos plaintiffs agree to extend current stay on asbestos claims until July 16, 2002.
During the third quarter of 2002:		
July 11, 2002	July 10, 2002	Item 5. Other Events for a press release announcing the response to the news of Judicial Watch Lawsuit.
July 24, 2002	July 16, 2002	Item 5. Other Events for a press release announcing that an agreement has been reached with Harbison-Walker Refractories Company and the Official Committee of Asbestos Creditors to consensually extend the period of the stay contained in the Bankruptcy Court's temporary restraining order until September 18, 2002.
July 24, 2002	July 22, 2002	Item 5. Other Events for a press release announcing second quarter asbestos charges.
July 29, 2002	July 22, 2002	Item 5. Other Events for a press release announcing that a letter of intent has been signed to sell 50% interest in Bredero-Shaw to ShawCor Ltd.
July 30, 2002	July 24, 2002	Item 5. Other Events for a press release announcing second quarter results.
August 7, 2002	August 1, 2002	Item 5. Other Events for a press release announcing response to a false statement by Citizensworks.

SIGNATURES

As required by the Securities Exchange Act of 1934, the registrant has authorized this report to be signed on behalf of the registrant by the undersigned authorized individuals.

HALLIBURTON COMPANY

Date: ------------------

By: /s/ Douglas L. Foshee

Douglas L. Foshee
Executive Vice President and
Chief Financial Officer

/s/ R. Charles Muchmore, Jr.

R. Charles Muchmore, Jr.
Vice President and Controller and
Principal Accounting Officer

HALLIBURTON ELECTIVE DEFERRAL PLAN

As Amended and Restated
Effective May 1, 2002

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HALLIBURTON ELECTIVE DEFERRAL PLAN

W I T N E S S E T H:

WHEREAS, Halliburton Company (the "Company"), desiring to aid certain of its employees in making more adequate provision for their retirement, has decided to adopt the following Halliburton Elective Deferral Plan (the "Plan"); and

WHEREAS, the Plan has been amended in several respects, and the Company desires to restate the Plan to include all prior amendments;

NOW THEREFORE, the Plan is hereby restated to read as follows, effective as of May 1, 2002:

I.

Definitions and Construction

1.1 Definitions. Where the following words and phrases appear in the Plan, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary.

(1) Account: A memorandum bookkeeping account established on the records of the Employer for a Participant that is credited with specified deferrals and the Credited Investment Return determined in accordance with Section 3.4(e) of the Plan. As of any determination date, a Participant's benefit under the Plan shall be equal to the amount credited to his or her Account as of such date. A Participant shall have a 100% nonforfeitable interest in his or her Account at all times.

(2) Act: The Employee Retirement Income Security Act of 1974, as amended.

(3) Affiliate: Any entity of which an aggregate of 50% or more of the ownership interest is owned of record or beneficially, directly or indirectly, by the Company or any other Affiliate.

(4) Base Salary: The base rate of cash compensation paid by the Employer to or for the benefit of a Participant for services rendered or labor performed while a Participant, including base pay a Participant could have received in cash in lieu of (a) deferrals pursuant to Section 3.1 and (b) contributions made on his or her behalf to any qualified plan maintained by the Employer or to any cafeteria plan under section 125 of the Code maintained by the Employer.

(5) Bonus Compensation: With respect to any Participant for a Plan Year, remuneration based on calendar year performance under an annual incentive compensation plan maintained by the Employer that is payable to the Participant in cash.

(6) Credited Investment Return: The hypothetical gain or loss credited to a Participant's Account pursuant to the applicable provisions of Section 3.4(e) hereof.

(7) Code: The Internal Revenue Code of 1986, as amended.

(8) Compensation Committee: The Compensation Committee of the Directors.

(9) Committee: The administrative committee appointed by the Compensation Committee to administer the Plan.

(10) Company: Halliburton Company.

(11) Deemed Investment Elections: The investment elections described in Section 3.4 hereof.

(12) Deferral and Investment Election Form: The form or procedure prescribed by the Committee pursuant to which a Participant elects for a particular Plan Year (a) the deferral of a portion of his or her Base Salary, Bonus Compensation and/or Long-Term Incentive Compensation, and (b) one or more Deemed Investment Options into which amounts to be allocated to his or her Account in respect of such deferrals for such Plan Year will be deemed invested.

(13) Determination Date: The date on which the amount of a Participant's Account is determined as provided in Section 3.4 hereof. The last day of each month shall be a Determination Date.

(14) Directors: The Board of Directors of the Company.

(15) Eligible Employee: Any Employee who is (a) a permanent Full-Time Active Employee, (b) paid in United States dollars and subject to the income tax laws of the United States, and (c) an officer or member of a select group of highly compensated employees of the Employer.

(16) Employee: Any person employed by the Employer.

(17) Employer: The Company and each eligible organization designated as an Employer in accordance with the provisions of Article IX of the Plan.

(18) Full-Time Active Employee: An Employee whose employment with the Employer requires, and who regularly and actively performs, 30 or more hours of service for the Employer each week at a usual place of business of the Employer or at a location to which such Employee is required or permitted to travel on behalf of the Employer for which such Employee is paid regular compensation.

(19) Investment Election Change Form: The form or procedure prescribed by the Committee pursuant to which a Participant may make changes to his or her Deemed Investment Elections applicable to future allocations to his or her Account and/or to his or her current Account balance.

(20) Investment Options: One or more alternatives designated from time to time by the Committee for purposes of crediting earnings or losses to Accounts.

(21) Long-Term Incentive Compensation: Awards earned under the Company's Performance Unit Program and such other plans or programs as the Compensation Committee may, from time to time, designate that are payable in cash.

(22) Participant: Each individual who has been selected for participation in the Plan and who has become a Participant pursuant to Article II.

(23) Plan: The Halliburton Elective Deferral Plan, as amended from time to time.

(24) Plan Year: The twelve consecutive month period commencing January 1 of each year.

(25) Retirement: The date the Participant retires in accordance with the terms of his or her Employer's retirement policy as in effect at that time.

(26) Trust: The trust, if any, established under the Trust Agreement.

(27) Trust Agreement: The agreement, if any, entered into between the Employer and the Trustee pursuant to Article VIII.

(28) Trust Fund: The funds and properties, if any, held pursuant to the provisions of the Trust Agreement, together with all income, profits and increments thereto.

(29) Trustee: The trustee or trustees appointed by the Committee who are qualified and acting under the Trust Agreement at any time.

(30) Unforeseeable Emergency: A severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or of a dependent (as defined in section 152(a) of the Code) of the Participant, loss of the Participant's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.

1.2 Number and Gender. Wherever appropriate herein, words used in the singular shall be considered to include the plural and words used in the plural shall be considered to include the singular. The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender.

1.3 Headings. The headings of Articles and Sections herein are included solely for convenience, and if there is any conflict between such headings and the text of the Plan, the text shall control.

II.

Participation

2.1 Participation. Participants in the Plan are those Eligible Employees who are selected by the Committee, in its sole discretion, as Participants. The Committee shall notify each Participant of his or her selection as a Participant. Subject to the provisions of Section 2.2, a Participant shall remain eligible to defer Base Salary and/or Bonus Compensation hereunder for each Plan Year following his or her initial year of participation in the Plan.

2.2 Cessation of Active Participation. Notwithstanding any provision herein to the contrary, an individual who has become a Participant in the Plan shall cease to be entitled to defer Base Salary and/or Bonus Compensation hereunder effective as of the date he or she ceases to be an Eligible Employee or any earlier date designated by the Committee. Any such Committee action shall be communicated to the affected individual prior to the effective date of such action.

III.

Account Credits; Investment Elections

3.1 Base Salary Deferrals.

(a) Any Participant may elect to defer receipt of an integral percentage of from 5% to 75% of his or her Base Salary, in 5% increments, for any Plan Year. A Participant's election to defer receipt of a percentage of his or her Base Salary for any Plan Year shall be made on or before the last day of the preceding Plan Year. Notwithstanding the foregoing, if an individual initially becomes a Participant other than on the first day of a Plan Year, such Participant's election to defer receipt of a percentage of his or her Base Salary for such Plan Year may be made no later than 30 days after he or she becomes a Participant, but such election shall be prospective only. The reduction in a Participant's Base Salary pursuant to his or her election shall be effected by Base Salary reductions as of each payroll period within the election period. Base Salary for a Plan Year not deferred by a Participant pursuant to this Paragraph (a) shall be received by such Participant in cash, except as provided by any other plan maintained by the Employer. Deferrals of Base Salary under this Plan shall be made before elective deferrals or contributions of Base Salary under any other plan maintained by the Employer. Base Salary deferrals made by a Participant shall be credited to such Participant's Account as of the date the Base Salary deferred would have been received by such Participant in cash had no deferral been made pursuant to this Section. Except as provided in Paragraph (b) of this Section and Section 5.8, deferral elections for a Plan Year pursuant to this Section shall be irrevocable.

(b) A Participant shall be permitted to revoke his or her election to defer receipt of his or her Base Salary for any Plan Year in the event of an Unforeseeable Emergency, as determined by the Committee in its sole discretion. For purposes of the Plan, the decision of the Committee regarding the existence or nonexistence of an Unforeseeable Emergency of a Participant shall be final and binding. Further, the Committee shall have the authority to require a Participant to provide such proof as it deems necessary to establish the existence and significant nature of the Participant's Unforeseeable Emergency. A

Participant who is permitted to revoke his or her Base Salary deferral election during a Plan Year shall not be permitted to resume Base Salary deferrals under the Plan until the next following Plan Year.

3.2 Bonus Compensation Deferrals. Any Participant may elect to defer receipt of an integral percentage of from 5% to 75% of his or her Bonus Compensation, in 5% increments, for any Plan Year. A Participant's election to defer receipt of a percentage of his or her Bonus Compensation for any Plan Year shall be made on or before the last day of the preceding Plan Year. Notwithstanding the foregoing, if any individual initially becomes a Participant other than on the first day of a Plan Year, such Participant's election to defer receipt of a percentage of his or her Bonus Compensation for such Plan Year may be made no later than 30 days after he or she becomes a Participant, but such election shall apply only to a pro rata portion of his or her Bonus Compensation for such Plan Year based upon the number of complete months remaining in such Plan Year divided by twelve. If Bonus Compensation for a Plan Year is payable in more than one future Plan Year under the applicable bonus plan, a Participant shall make a separate election under this Section with respect to such Bonus Compensation for each Plan Year in which such Bonus Compensation is payable. Bonus Compensation for a Plan Year not deferred by a Participant pursuant to this Section shall be received by such Participant except as provided by any other plan maintained by the Employer. Deferrals of Bonus Compensation under this Plan shall be made before elective deferrals or contributions of Bonus Compensation under any other plan maintained by the Employer. Bonus Compensation deferrals made by a Participant shall be credited to such Participant's Account as of the date the Bonus Compensation deferred would have been received by such Participant had no deferral been made pursuant to this Section 3.2. Except as provided in Section 5.8, deferral elections for a Plan Year pursuant to this Section shall be irrevocable.

3.3 Long-Term Incentive Compensation Deferrals. Any Participant may elect to defer receipt of an integral percentage of from 5% to 75% of his or her Long-Term Incentive Compensation, in 5% increments, payable in any Plan Year. A Participant's election to defer a receipt of a percentage of his or her Long-Term Incentive Compensation payable with respect to any performance cycle shall be made on or before the last day of the preceding Plan Year prior to the beginning of such performance cycle. Notwithstanding the foregoing, (i) a Participant's election to defer receipt of a percentage of his or her Long-Term Incentive Compensation for the performance cycle beginning January 1, 2001, may be made on or before the last day of December 2001, but such election shall apply only to a pro rata portion of his or her Long-Term Incentive Compensation for such performance cycle based on the number of complete months remaining in such performance cycle, and (ii) if an individual initially becomes a Participant other than on the first day of a Plan Year or initially becomes eligible to receive Long-Term Incentive Compensation after the beginning of a performance cycle, such Participant's election to defer a percentage of his or her Long-Term Incentive Compensation for a performance cycle may be made no later than 30 days after he or she either becomes a Participant or becomes eligible to receive Long-Term Incentive Compensation, whichever is the later to occur, but such election shall apply only to a pro rata portion of his or her Long-Term Incentive Compensation for the relevant performance cycle based upon the number of complete months remaining in such performance cycle divided by 36. Long-Term Incentive Compensation for a performance cycle not deferred by a Participant pursuant to this Section shall be received by such Participant except as provided by any other plan maintained by the Employer. Long-Term Incentive Compensation deferrals made by a Participant shall be credited to such Participant's Account as of the date the Long-Term Incentive Compensation deferred would have been received by such Participant had no deferral been made pursuant to this Section 3.3. Except as provided in Section 5.8, deferral elections pursuant to this Section shall be irrevocable.

3.4 Investment of Accounts.

(a) As of any Determination Date, each Participant's Account shall consist of the balance of the Participant's Account as of the immediately preceding Determination Date adjusted for:

(1) additional deferrals pursuant to Sections 3.1, 3.2 and/or 3.3;
(2) distributions (if any); and
(3) the appropriate Credited Investment Return.

All adjustments will be recorded to the Participants' Accounts as of each Determination Date.

(b) The Committee shall designate from time to time one or more Investment Options in which the Accounts may be deemed invested. The Committee shall have the sole discretion to determine the number of Investment Options to be designated hereunder and the nature of the Investment Options and may change or eliminate any of the Investment Options from time to time. In the event of such change or elimination, the Committee shall give each Participant timely notice and opportunity to make a new election. No such change or elimination of any Investment Options shall be considered to be an amendment to the Plan pursuant to Section 10.4. A Participant may request that his or her Account be allocated among the deemed Investment Options. If a Participant fails to make an election, his or her Account shall be invested in a single fund selected by the Committee.

(c) A Participant shall, in connection with his or her election to defer Base Salary, Bonus Compensation and/or Long-Term Incentive Compensation for a particular Plan Year, elect one or more Investment Options into which amounts to be allocated to his or her Account in respect of deferrals for such Plan Year shall be deemed invested by submitting on or before the last day of the preceding Plan Year a Deferral and Investment Election Form in accordance with the procedures prescribed by the Committee.

(d) A Participant may request a change to his or her Deemed Investment Elections for future amounts allocated to his or her Account and amounts already allocated to his or her Account. Any such change shall be made by filing with the Committee an Investment Election Change Form. The Committee shall establish procedures relating to changes in Deemed Investment Elections, which may include limiting the percentage, amount and frequency of such changes and specifying the effective date for any such changes.

(e) Each Participant's Account shall be credited monthly with the Credited Investment Return attributable to his or her Account. The Credited Investment Return is the amount which the Participant's Account would have earned if the amounts credited to the Account had, in fact, been invested in accordance with the Participant's Deemed Investment Elections.

IV.

Withdrawals

4.1 Emergency Withdrawals. Participants shall be permitted to make withdrawals from the Plan, without penalty, only in the event of an Unforeseeable Emergency, as determined by the Committee in its sole discretion. No withdrawal shall be allowed to the extent that such Unforeseeable Emergency is or may be relieved (a) through reimbursement or compensation by insurance or otherwise, (b) by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship or (c) by cessation of Base Salary deferrals under the Plan pursuant to Section 3.1(b). Further, the Committee shall permit a Participant to withdraw only the amount it determines, in its sole discretion, to be reasonably needed to satisfy the Unforeseeable Emergency.

4.2 Non-Emergency Withdrawals. A Participant may make withdrawals from his or her Accounts at any time for reasons other than an Unforeseeable Emergency, subject to the following:

(a) the minimum amount that may be withdrawn is $5,000;

(b) only one such withdrawal may be made during any Plan Year;

(c) the withdrawal shall be in cash in a lump sum and taken from the Accounts and Investment Options designated by the Participant;

(d) the withdrawal must be designated in a whole percentage or a whole dollar amount; and

(e) upon such withdrawal, a portion of the Participant's Plan balance shall be forfeited based on the amount withdrawn from the Plan, determined as follows:

With Respect to the Amount Withdrawn from the Following Percentiles of the Plan	Percentage of Amount Withdrawn from the Percentile to be Forfeited from the Plan
First 50%	10%
Second 50%	25%

The withdrawal amount shall be reduced to the extent necessary for the sum of the amount of the withdrawal and the forfeiture not to exceed 100% of the Participant's Plan. Balance.

Notwithstanding the foregoing, if such a withdrawal is made on or within one year following a Corporate Change (as defined below), the amount of the Participant's Accounts forfeited upon such withdrawal shall be equal to 10% of the amount of such withdrawal. A Corporate Change means one of the following events occurs: (i) the merger, consolidation or other reorganization of the Company in which the outstanding common stock of the Company is converted into or exchanged for a different class of securities of the Company, a class of securities of any other issuer (except a direct or indirect wholly owned subsidiary of the Company), cash or other property; (ii) the sale, lease or exchange of all or substantially all of the assets of the Company to any other corporation or entity (except a direct or indirect wholly owned subsidiary of the Company); (iii) the adoption of the stockholders of the Company of a plan of liquidation and dissolution; (iv) the acquisition (other than any acquisition pursuant to any other clause of this definition) by any person or entity, including, without limitation, a "group" as contemplated by Section 13(d)(3) of the Securities Exchange Act of 1934, of beneficial ownership, as contemplated by such Section, of more than twenty percent (based on voting power) of the Company's outstanding capital stock; or (v) as a result of or in connection with a contested election of directors of the Company, the persons who were directors of the Company before such election shall cease to constitute a majority of the Board of Directors of the Company.

Withdrawals shall be paid as soon as reasonably practicable following the Participant's request, which must be in such form or manner as the Company may prescribe from time to time.

V.

Payment of Benefits

5.1 Payment Election Generally. In conjunction with each deferral election made by a Participant pursuant to Article III for a Plan Year, such Participant shall elect, subject to Sections 5.4, 5.5, 5.7 and 5.8, the time and the form of payment with respect to such deferral and the Credited Investment Returns attributable thereto. A Participant may revise his or her election regarding the time and form of payment of deferred amounts, but such revised election shall not be effective until one year from the date of the revised election and shall be effective only if payment has not been made or commenced pursuant to Section 5.2 prior to the expiration of such one-year period.

5.2 Time of Benefit Payment. With respect to each deferral election made by a Participant pursuant to Article III, such Participant shall elect to commence payment of such deferral and the Credited Investment Returns attributable thereto on one of the following dates:

(a) Retirement; or

(b) A specific future month and year, but not earlier than five years from the date of the deferral if the Participant has not attained age fifty-five at the time of the deferral or one year from the date of the deferral if the Participant has attained age fifty-five at the time of the deferral, and not later than the first day of the year in which the Participant attains age seventy.

5.3 Form of Benefit Payment. With respect to each deferral election made by a Participant pursuant to Article III, such Participant shall elect the form of payment with respect to such deferral and the Credited Investment Returns attributable thereto from one of the following forms:

(a) A lump sum; or

(b) Installment payments for a period not to exceed ten years.

Installment payments shall be paid annually on the first business day of January of each Plan Year; provided however, that not later than sixty days prior to the date payment is to commence, a Participant may elect to have his or her installment payments paid quarterly on the first business day of each calendar quarter. Each installment payment shall be determined by multiplying the deferral and the Credited Investment Returns attributable thereto at the time of the payment by a fraction, the numerator of which is one and the denominator of which is the number of remaining installment payments to be made to Participant. In the event the total amount credited to a Participant's Account does not exceed $50,000, the Committee may, in its sole discretion, pay such amounts in a lump sum.

5.4 Total and Permanent Disability. If a Participant becomes totally and permanently disabled while employed by the Employer, payment of the amounts credited to such Participant's Account shall commence on the first business day of the second calendar quarter following the date the Committee makes a determination that the Participant is totally and permanently disabled, in the form of payment determined in accordance with Section 5.3. The above notwithstanding, if such Participant is already receiving payments pursuant to Section 5.2(b) and Section 5.3(b), such payments shall continue. For purposes of the Plan, a Participant shall be considered totally and permanently disabled if the Committee determines, based on a written medical opinion (unless waived by the Committee as unnecessary), that such Participant is permanently incapable of performing his or her job for physical or mental reasons.

5.5 Death. In the event of a Participant's death at a time when amounts are credited to such Participant's Account, such amounts shall be paid to such Participant's designated beneficiary or beneficiaries in five annual installments commencing as soon as administratively feasible after such Participant's date of death. However, the Participant's designated beneficiary or beneficiaries may request a lump sum payment based upon hardship, and the Committee, in its sole discretion, may approve such request.

5.6 Designation of Beneficiaries.

(a) Each Participant shall have the right to designate the beneficiary or beneficiaries to receive payment of his or her benefit in the event of his or her death. Each such designation shall be made by executing and submitting the beneficiary designation form prescribed by the Committee. Any such designation may be changed at any time by execution of a new designation in accordance with this Section.

(b) If no such designation is on file with the Committee at the time of the death of the Participant or such designation is not effective for any reason as determined by the Committee, then the designated beneficiary or beneficiaries to receive such benefit shall be as follows:

(1) If a Participant leaves a surviving spouse, his or her benefit shall be paid to such surviving spouse.

(2) If a Participant leaves no surviving spouse, his or her benefit shall be paid to such Participant's executor or administrator, or to his or her heirs at law if there is no administration of such Participant's estate.

5.7 Other Termination of Employment. If a Participant terminates his or her employment with the Employer before Retirement for a reason other than total and permanent disability or death, the amounts credited to such Participant's Account shall be paid to the Participant in a lump sum no less than thirty days and no more than one year after the Participant's date of termination of employment. For purposes of this Section, transfers of employment between and among the Company and its Affiliates shall not be considered a termination of employment.

5.8 Change in the Company's Credit Rating. If the Standard & Poor's rating for the Company's senior indebtedness falls below BBB, the amounts credited to Participants' Accounts shall be paid to the Participants in a lump sum within forty-five days after the date of change of such credit rating. In addition, all deferral elections under the Plan shall automatically be revoked on the date of such change in credit rating and no new deferral elections shall be made until such time as the Committee may authorize new elections.

5.9 Payment of Benefits. To the extent the Trust Fund, if any, has sufficient assets, the Trustee shall pay benefits to Participants or their beneficiaries, except to the extent the Employer pays the benefits directly and provides adequate evidence of such payment to the Trustee. To the extent the Trustee does not or cannot pay benefits out of the Trust Fund, the benefits shall be paid by the Employer. Any benefit payments made to a Participant or for his or her benefit pursuant to any provision of the Plan shall be debited to such Participant's Account. All benefit payments shall be made in cash to the fullest extent practicable.

5.10 Unclaimed Benefits. In the case of a benefit payable on behalf of a Participant, if the Committee is unable to locate the Participant or beneficiary to whom such benefit is payable, upon the Committee's determination thereof, such benefit shall be forfeited to the Employer. Notwithstanding the foregoing, if subsequent to any such forfeiture the Participant or beneficiary to whom such benefit is payable makes a valid claim for such benefit, such forfeited benefit shall be paid by the Employer or restored to the Plan by the Employer.

5.11 No Acceleration of Bonus or Long-Term Incentive Compensation. The time of payment of any Bonus Compensation or Long-Term Incentive Compensation that the Participant has elected to defer but that has not yet been credited to the Participant's Account because it is not yet payable without regard to the deferral shall not be accelerated as a result of the provisions of this Article. If, pursuant to the provisions of this Article, payment of such Bonus Compensation or Long-Term Incentive Compensation would no longer be deferred at the time it becomes payable, such Bonus Compensation or Long-Term Incentive Compensation shall be paid to the Participant within 90 days of the date it would have been payable had the Participant not made a deferral election.

VI.

Administration of the Plan

6.1 Committee Powers and Duties. The general administration of the Plan shall be vested in the Committee. The Committee shall supervise the administration and enforcement of the Plan according to the terms and provisions hereof and shall have all powers necessary to accomplish these purposes, including, but not by way of limitation, the right, power, authority, and duty:

(a) To make rules, regulations, procedures and bylaws for the administration of the Plan that are not inconsistent with the terms and provisions hereof, and to enforce the terms of the Plan and the rules and regulations promulgated thereunder by the Committee;

(b) To designate, change and eliminate Investment Options in which Accounts may be deemed invested and to establish procedures relating to elections of Investment Options by Participants;

(c) To construe in its discretion all terms, provisions, conditions, and limitations of the Plan;

(d) To correct any defect or to supply any omission or to reconcile any inconsistency that may appear in the Plan in such manner and to such extent as it shall deem in its discretion expedient to effectuate the purposes of the Plan;

(e) To employ and compensate such accountants, attorneys, investment advisors, and other agents, employees, and independent contractors as the Committee may deem necessary or advisable for the proper and efficient administration of the Plan;

(f) To determine in its discretion all questions relating to eligibility;

(g) To determine whether and when there has been a termination of a Participant's employment with the Employer, and the reason for such termination;

(h) To make a determination in its discretion as to the right of any person to a benefit under the Plan and to prescribe procedures to be followed by distributees in obtaining benefits hereunder; and

(i) To receive and review reports from the Trustee as to the financial condition of the Trust Fund, if any, including its receipts and disbursements.

6.2 Self-Interest of Participants. No member of the Committee shall have any right to vote or decide upon any matter relating solely to himself under the Plan (including, without limitation, Committee decisions under Article II) or to vote in any case in which his or her individual right to claim any benefit under the Plan is particularly involved. In any case in which a Committee member is so disqualified to act and the remaining members cannot agree, the Compensation Committee shall appoint a temporary substitute member to exercise all the powers of the disqualified member concerning the matter in which he or she is disqualified.

6.3 Claims Review. In any case in which a claim for Plan benefits of a Participant or beneficiary is denied or modified, the Committee shall furnish written notice to the claimant within ninety days (or within 180 days if additional information requested by the Committee necessitates an extension of the ninety-day period), which notice shall:

(a) State the specific reason or reasons for the denial or modification;

(b) Provide specific reference to pertinent Plan provisions on which the denial or modification is based;

(c) Provide a description of any additional material or information necessary for the Participant, his or her beneficiary, or representative to perfect the claim and an explanation of why such material or information is necessary; and

(d) Explain the Plan's claim review procedure as contained herein.

In the event a claim for Plan benefits is denied or modified, if the Participant, his or her beneficiary, or a representative of such Participant or beneficiary desires to have such denial or modification reviewed, he or she must, within sixty days following receipt of the notice of such denial or modification, submit a written request for review by the Committee of its initial decision. In connection with such request, the Participant, his or her beneficiary, or the representative of such Participant or beneficiary may review any pertinent documents upon which such denial or modification was based and may submit issues and comments in writing. Within sixty days following such request for review the Committee shall, after providing a full and fair review, render its final decision in writing to the Participant, his or her beneficiary or the representative of such Participant or beneficiary stating specific reasons for such decision and making specific references to pertinent Plan provisions upon which the decision is based. If special circumstances require an extension of such sixty-day period, the Committee's decision shall be rendered as soon as possible, but not later than 120 days after receipt of the request for review. If an extension of time for review is required, written notice of the extension shall be furnished to the Participant, beneficiary, or the representative of such Participant or beneficiary prior to the commencement of the extension period.

6.4 Employer to Supply Information. The Employer shall supply full and timely information to the Committee, including, but not limited to, information relating to each Participant's compensation, age, retirement, death, or other cause of termination of employment and such other pertinent facts as the Committee may require. The Employer shall advise the Trustee, if any, of such of the foregoing facts as are deemed necessary for the Trustee to carry out the Trustee's duties under the Plan and the Trust Agreement. When making a determination in connection with the Plan, the Committee shall be entitled to rely upon the aforesaid information furnished by the Employer.

6.5 Indemnity. The Company shall indemnify and hold harmless each member of the Committee against any and all expenses and liabilities arising out of his or her administrative functions or fiduciary responsibilities, including any expenses and liabilities that are caused by or result from an act or omission constituting the negligence of such member in the performance of such functions or responsibilities, but excluding expenses and liabilities that are caused by or result from such member's own gross negligence or willful misconduct. Expenses against which such member shall be indemnified hereunder shall include, without limitation, the amounts of any settlement or judgment, costs, counsel fees, and related charges reasonably incurred in connection with a claim asserted or a proceeding brought or settlement thereof.

VII.

Administration of Funds

7.1 Payment of Expenses. All expenses incident to the administration of the Plan and Trust, including but not limited to, legal, accounting, Trustee fees, and expenses of the Committee, may be paid by the Employer and, if not paid by the Employer, shall be paid by the Trustee from the Trust Fund, if any.

7.2 Trust Fund Property. All income, profits, recoveries, contributions, forfeitures and any and all moneys, securities and properties of any kind at any time received or held by the Trustee, if any, shall be held for investment purposes as a commingled Trust Fund pursuant to the terms of the Trust Agreement. The Committee shall maintain one or more Accounts in the name of each Participant, but the maintenance of an Account designated as the Account of a Participant shall not mean that such Participant shall have a greater or lesser interest than that due him or her by operation of the Plan and shall not be considered as segregating any funds or property from any other funds or property contained in the commingled fund. No Participant shall have any title to any specific asset in the Trust Fund, if any.

VIII.

Nature of the Plan

The Employer intends and desires by the adoption of the Plan to recognize the value to the Employer of the past and present services of employees covered by the Plan and to encourage and assure their continued service with the Employer by making more adequate provision for their future retirement security. The Plan is intended to constitute an unfunded, unsecured plan of deferred compensation for a select group of management or highly compensated employees of the Employer. Plan benefits herein provided are to be paid out of the Employer's general assets. The Plan constitutes a mere promise by the Employers to make benefit payments in the future and Participants have the status of general unsecured creditors of the Employers. Nevertheless, subject to the terms hereof and of the Trust Agreement, if any, the Employers, or the Company on behalf of the Employers, may transfer money or other property to the Trustee and the Trustee shall pay Plan benefits to Participants and their beneficiaries out of the Trust Fund.

The Committee, in its sole discretion, may establish the Trust and direct the Employers to enter into the Trust Agreement and adopt the Trust for purposes of the Plan. In such event, the Employers shall remain the owner of all assets in the Trust Fund and the assets shall be subject to the claims of each Employer's creditors if such Employer ever becomes insolvent. For purposes hereof, an Employer shall be considered "insolvent" if (a) the Employer is unable to pay its debts as they become due, or (b) the Employer is subject to a pending proceeding as a debtor under the United States Bankruptcy Code (or any successor federal statute). The chief executive officer of the Employer and its board of directors shall have the duty to inform the Trustee in writing if the Employer becomes insolvent. Such notice given under the preceding sentence by any party shall satisfy all of the parties' duty to give notice. When so informed, the Trustee shall suspend payments to the Participants and hold the assets for the benefit of the Employer's general creditors. If the Trustee receives a written allegation that the Employer is insolvent, the Trustee shall suspend payments to the Participants and hold the Trust Fund for the benefit of the Employer's general creditors, and shall determine within the period specified in the Trust Agreement whether the Employer is insolvent. If the Trustee determines that the Employer is not insolvent, the Trustee shall resume payments to the Participants. No Participant or beneficiary shall have any preferred claim to, or any beneficial ownership interest in, any assets of the Trust Fund.

IX.

Participating Employers

The Committee may designate any entity or organization eligible by law to participate in this Plan as an Employer by written instrument delivered to the Secretary of the Company and the designated Employer. Such written instrument shall specify the effective date of such designated participation, may incorporate specific provisions relating to the operation of the Plan which apply to the designated Employer only and shall become, as to such designated Employer and its employees, a part of the Plan. Each designated Employer shall be conclusively presumed to have consented to its designation and to have agreed to be bound by the terms of the Plan and any and all amendments thereto upon its submission of information to the Committee required by the terms of or with respect to the Plan; provided, however, that the terms of the Plan may be modified so as to increase the obligations of an Employer only with the consent of such Employer, which consent shall be conclusively presumed to have been given by such Employer upon its submission of any information to the Committee required by the terms of or with respect to the Plan. Except as modified by the Committee in its written instrument, the provisions of this Plan shall be applicable with respect to each Employer separately, and amounts payable hereunder shall be paid by the Employer which employs the particular Participant, if not paid from the Trust Fund.

X.

Miscellaneous

10.1 Not Contract of Employment. The adoption and maintenance of the Plan shall not be deemed to be a contract between the Employer and any person or to be consideration for the employment of any person. Nothing herein contained shall be deemed to give any person the right to be retained in the employ of the Employer or to restrict the right of the Employer to discharge any person at any time nor shall the Plan be deemed to give the Employer the right to require any person to remain in the employ of the Employer or to restrict any person's right to terminate his or her employment at any time.

10.2 Alienation of Interest Forbidden. Except as hereinafter provided, the interest of a Participant or his or her beneficiary or beneficiaries hereunder may not be sold, transferred, assigned, or encumbered in any manner, either voluntarily or involuntarily, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be null and void; neither shall the benefits hereunder be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person to whom such benefits or funds are payable, nor shall they be an asset in bankruptcy or subject to garnishment, attachment or other legal or equitable proceedings. Plan provisions to the contrary notwithstanding, the Committee shall comply with the terms and provisions of an order that satisfies the requirements for a "qualified domestic relations order" as such term is defined in section 206(d)(3)(B) of the Act, including an order that requires distributions to an alternate payee prior to a Participant's "earliest retirement age" as such term is defined in section 206(d)(3)(E)(ii) of the Act.

10.3 Withholding. All deferrals and payments provided for hereunder shall be subject to applicable withholding and other deductions as shall be required of the Employer under any applicable local, state or federal law.

10.4 Amendment and Termination. The Compensation Committee may from time to time, in its discretion, amend, in whole or in part, any or all of the provisions of the Plan; provided, however, that no amendment may be made that would impair the rights of a Participant with respect to amounts already allocated to his or her Account. The Compensation Committee may terminate the Plan at any time. In the event that the Plan is terminated, the balance in a Participant's Account shall be paid to such Participant or his or her designated beneficiary in a single lump sum payment of cash in full satisfaction of all of such Participant's or beneficiary's benefits hereunder. Any such amendment to or termination of the Plan shall be in writing and signed by a member of the Compensation Committee.

10.5 Severability. If any provision of this Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof; instead, each provision shall be fully severable and the Plan shall be construed and enforced as if said illegal or invalid provision had never been included herein.

10.6 Governing Laws. All provisions of the Plan shall be construed in accordance with the laws of Texas except to the extent preempted by federal law.

HALLIBURTON COMPANY

By: /s/ Robert L. Crandall

Robert L. Crandall, Chairman
Compensation Committee of Directors

HALLIBURTON COMPANY
2002 EMPLOYEE STOCK PURCHASE PLAN

1. Purpose. The HALLIBURTON COMPANY 2002 EMPLOYEE STOCK PURCHASE PLAN (the "Plan") is intended to provide an incentive for eligible employees of HALLIBURTON COMPANY (the "Company") and certain of its subsidiaries to acquire or increase a proprietary interest in the Company through the purchase of shares of the Company's common stock. The Plan is intended to qualify as an "employee stock purchase plan" under Section 423 of the Internal Revenue Code of 1986, as amended (the "Code"). The provisions of the Plan shall be construed in a manner consistent with the requirements of that section of the Code.

2. Definitions. Where the following words and phrases are used in the Plan, they shall have the respective meanings set forth below, unless the context clearly indicates to the contrary:

"Board" means the Board of Directors of the Company.

"Committee" means the Board or a committee of members of the Board appointed by the Board to administer this Plan.

"Company" means Halliburton Company and, where required by the context, shall include any Participating Company.

"Corporate Change" means one of the following events: (i) the merger, consolidation, or other reorganization of the Company in which the outstanding Stock is converted into or exchanged for a different class of securities of the Company, a class of securities of any other issuer (except a direct or indirect wholly owned subsidiary of the Company), cash or other property; (ii) the sale, lease or exchange of all or substantially all of the assets of the Company to any other corporation or entity (except a direct or indirect wholly owned subsidiary of the Company); or (iii) the adoption by the stockholders of the Company of a plan of liquidation or dissolution.

"Eligible Compensation" means an employee's regular straight-time earnings or base salary, determined before giving effect to any elective salary reduction or deferral agreements and including vacation and sick time, but excluding overtime, incentive compensation, bonuses, special payments, commissions, severance pay, short-term disability pay, long-term disability pay, geographical coefficients, shift differential and any other items of compensation.

"Eligible Employee" means, as of each Enrollment Date, each employee of the Company or a Participating Company who, as of such Enrollment Date, has completed a six-month period of service with the Company and/or its Subsidiaries (service with a n acquired entity or operation shall be credited for this purpose), but excluding (i) employees who are employed in a foreign country whose laws or regulations effectively prohibit participation in the Plan and (ii) employees who are customarily employed by the Company less than twenty (20) hours per week or less than five (5) months in any calendar year. Additionally, the Committee may also determine that a designated group of highly compensated employees are ineligible to participate in the Plan so long as the group fits within the definition of "highly compensated employee" in Code Section 414(q).

"Enrollment Date" means the first day of each Purchase Period.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Fair Market Value" shall mean the closing price for a share of Stock on the New York Stock Exchange (or if the Stock is not then listed on such exchange, such other national securities exchange on which the Stock is then listed) for the last Trading Day on the date of such determination, as reported on the New York Stock Exchange (or such other national securities exchange) Composite Tape or such other source as the Committee deems reliable, or if no prices are reported on that date, on the last preceding date on which such prices are so reported.

"Participating Company" means any present or future parent corporation or Subsidiary of the Company that participates in the Plan pursuant to paragraph 4.

"Purchase Date" means the last Trading Day of each Purchase Period.

"Purchase Period" means a period of approximately six months beginning on (i) the first Trading Day on or after each July 1 and ending on the last Trading Day in the period ending the following December 31, or (ii) the first Trading Day on or after each January 1 and ending on the last Trading Day in the period ending the following June 30. The first Purchase Period shall begin on the first Trading Day on or after July 1, 2002. The Committee shall have the power to change the duration of Purchase Periods (including the commencement dates thereof) with respect to future offerings without stockholder approval if such change is announced at least five days prior to the scheduled beginning of the first Purchase Period to be affected thereafter.

"Purchase Price" means an amount equal to 85% of the Fair Market Value of a share of Stock on the Enrollment Date or on the Purchase Date, whichever is lower, subject to adjustment pursuant to paragraph 13.

"Stock" means the Company's common stock, par value $2.50 per share.

"Subsidiary" means a corporation, domestic or foreign, which is a "subsidiary" of the Company, as defined in section 424(f) of the Code, whether or not such corporation exists or is hereafter organized or acquired by the Company or a subsidiary.

"Trading Day" means a day on which the principal national stock exchange on which the Stock is traded is open for trading.

3. Administration of the Plan. The Plan shall be administered by the Committee. Subject to the provisions of the Plan, the Committee shall interpret the Plan, make such rules as it deems necessary for the proper administration of the Plan, and make all other determinations necessary or advisable for the administration of the Plan and the purchase of Stock under the Plan, including without limitation establishing the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars. In addition, the Committee shall correct any defect or supply any omission or reconcile any inconsistency in the Plan, or in any stock purchase right granted under the Plan, correct any mistakes in the administration of the Plan in the manner and to the extent that the Committee deems necessary or desirable to effectuate the intent of the Plan. The Committee shall, in its sole discretion, make such decisions or determinations and take such actions, and all such decisions, determinations and actions taken or made by the Committee pursuant to this and the other paragraphs of the Plan shall be conclusive on all parties. The Committee shall not be liable for any decision, determination or action taken in good faith in connection with the administration of the Plan. The Committee shall have the authority to delegate routine day-to-day administration of the Plan to such officers and employees of the Company as the Committee deems appropriate.

4. Participating Companies. The Committee may designate any present or future parent corporation of the Company or Subsidiary that is eligible by law to participate in the Plan as a Participating Company by written instrument delivered to the designated Participating Company. Such written instrument shall specify the effective date of such designation and shall become, as to such designated Participating Company and employees in its employment, a part of the Plan. The terms of the Plan may be modified as applied to the Participating Company only to the extent permitted under Section 423 of the Code. Transfer of employment among the Company and Participating Companies shall not be considered a termination of employment hereunder. Any Participating Company may, by appropriate action of its Board of Directors, terminate its participation in the Plan. Moreover, the Committee may, in its discretion, terminate a Participating Company's Plan participation in the Plan at any time. The Participating Companies at any time shall be listed on Attachment A hereto as it may be amended from time to time by the Committee.

5. Eligibility. Subject to the further provisions hereof, all Eligible Employees as of an Enrollment Date shall be eligible to participate in the Plan with respect to the Purchase Period beginning as of such date.

6. Stock Subject to the Plan. Subject to the provisions of paragraph 13, the aggregate number of shares of Stock which may be sold under the Plan shall not exceed 12,000,000 shares, which shares may be authorized but unissued shares or treasury shares, including shares bought on the open market or otherwise for purposes of the Plan.

7. Stock Purchase Rights.

(a) Grant of Stock Purchase Rights. On each Enrollment Date the Company shall grant a stock purchase right to each Eligible Employee who elects to participate in the Plan for the Purchase Period beginning on such date. Subject to subparagraphs 7(f) and (g), the number of shares of Stock subject to a stock purchase right for a participant shall be equal to the quotient of (i) the aggregate payroll deductions withheld on behalf of such participant during the Purchase Period, plus any amounts carried over from the prior Purchase Period, divided by (ii) the Purchase Price of the Stock applicable to the Purchase Period; provided, however, that the maximum number of shares of Stock that may be subject to any stock purchase right for a participant during any Purchase Period may not exceed 10,000 shares (subject to adjustment as provided in paragraph 13). No fractional shares shall be purchased; any payroll deductions accumulated in a participant's account and not applied to the purchase of whole shares shall be retained in the participant's account and applied in the next Purchase Period, subject to withdrawal by the participant pursuant to paragraph 9.

(b) Election to Participate; Payroll Deduction Authorization. An Eligible Employee may participate in the Plan only by means of payroll deduction. Except as provided in subparagraph 7(f), each Eligible Employee who elects to participate in the Plan shall deliver to the Company, within the time period prescribed by the Committee, a payroll deduction authorization in the form prescribed by the Company, whereby he gives notice of his election to participate in the Plan as of the next following Enrollment Date, and whereby he designates an integral percentage (except as provided below) to be deducted from his Eligible Compensation for each pay period ending in the Purchase Period and paid into the Plan for his account. The designated percentage may not be less than 1% nor exceed 10%; provided, however, the minimum contribution per pay period shall be $10.

(c) Changes in Payroll Authorization. All payroll deductions made for a participant shall be credited to his account under the Plan. A participant may discontinue his participation in the Plan as provided in paragraph 9 hereof, or may increase or decrease the rate of his payroll deductions during the Purchase Period by completing or filing with the Company a new payroll deduction authorization form authorizing a change in his payroll rate. The Committee may, in its discretion, limit the number of payroll rate changes during any Purchase Period. The change in rate shall be effective with the first full payroll period following five business days after the Company's receipt of the new payroll deduction authorization form unless the Company elects to process a given change in payroll rate earlier. A participant's payroll deduction authorization form shall remain in effect for successive Purchase Periods unless terminated as provided in paragraph 9 hereof.

(d) Automatic Payroll Reduction. Notwithstanding the foregoing, to the extent necessary to comply with subparagraphs 7(f) and (g) hereof, a participant's payroll deductions may be decreased to 0% at any time during a Purchase Period. Payroll deductions shall recommence at the rate provided in such participant's payroll deduction authorization form at the beginning of the first Purchase Period that is scheduled to end in the following calendar year, unless terminated by the participant as provided in paragraph 9 hereof.

(e) Tax Withholding. At the time the stock purchase right is exercised, in whole or in part, or at the time some or all of the Stock issued under the Plan is disposed of, the participant must make adequate provision for the Company's federal, state or other tax withholding obligations, if any, that arise upon the exercise of the stock purchase right or the disposition of the Stock. At any time, the Company may, but shall not be obligated to, withhold from the participant's compensation the amount necessary for the Company to meet applicable withholding obligations, including without limitation any withholding required to make available to the Company any tax deductions or benefits attributable to the sale or early disposition of Stock purchased by the participant.

(f) $25,000 Limitation. Notwithstanding anything in the Plan to the contrary, no employee shall be granted a stock purchase right under the Plan which permits his rights to purchase Stock under the Plan and under all other employee stock purchase plans of the Company and its parent corporation and Subsidiaries to accrue at a rate which exceeds $25,000 of Fair Market Value of Stock (determined at the time such stock purchase right is granted) for each calendar year in which such stock purchase right is outstanding at any time (within the meaning of Section 423(b)(8) of the Code). Any payroll deductions in excess of the amount specified in the foregoing sentence shall be returned to the participant as soon as administratively feasible after the next following Enrollment Date.

(g) Special Restriction on Participation. Any provisions of the Plan to the contrary notwithstanding, no Eligible Employee shall be granted a stock purchase right under the Plan to the extent that, immediately after the grant, such Eligible Employee (or any other person whose stock would be attributed to such Eligible Employee pursuant to Section 424(d) of the Code) would own capital stock of the Company and/or hold outstanding options to purchase such stock possessing 5% or more of the total combined voting power or value of all classes of the capital stock of the Company, its parent corporation or any Subsidiary.

8. Exercise of Stock Purchase Rights.

(a) General Statement. Subject to the limitations set forth in paragraph 7, unless a participant withdraws from the Plan as provided in paragraph 9, each participant in the Plan automatically and without any act on his part shall be deemed to have exercised his stock purchase right on each Purchase Date to the extent of his unused payroll deductions under the Plan and to the extent the issuance of Stock to such participant upon such exercise is lawful.

(b) Delivery of Shares to Custodian. As soon as practicable after each Purchase Date, the Company shall deliver to a custodian selected by the Committee one or more certificates representing (or shall otherwise cause to be credited to the account of such custodian) the aggregate number of whole shares of Stock with respect to which stock purchase rights were exercised on such Purchase Date of all of the participating employees hereunder. Such custodian shall keep accurate records of the beneficial interests of each participant in such shares by means of participant accounts under the Plan, and shall provide each participant with periodic statements with respect thereto as may be directed by the Committee. The Committee may require that shares be retained with such custodian, or other designated broker or agent for a designated period of time and/or may establish other procedures to permit tracking of disqualifying dispositions of such shares. If the Company is required to obtain from any U.S. commission or agency authority to issue any such shares, the Company shall seek to obtain such authority. Inability of the Company to obtain from any commission or agency (whether U.S. or foreign) authority which counsel for the Company deems necessary for the lawful issuance of any such shares shall relieve the Company from liability to any participant in the Plan except to return to him the amount of his payroll deductions under the Plan which would have otherwise been used upon exercise of the relevant stock purchase right.

(c) Withdrawal of Shares. A participant may, at any time, in such form and manner as established by the custodian, direct the custodian to deliver to the participant all or part of the shares held by the custodian in his account or to sell such shares and deliver to the participant the proceeds therefrom, less applicable expenses.

(d) Dividends. With respect to an individual's Stock held by the custodian pursuant to subparagraph 8(b), the custodian shall automatically reinvest in additional shares of Stock for such individual's account any cash dividends received by the custodian and attributable to such Stock and shall, in accordance with procedures adopted by the custodian, facilitate the individual's voting rights attributable to shares held in a participant's account.

9. Withdrawal from the Plan.

(a) General Statement. Any participant may withdraw in whole from the Plan at any time that is five or more days prior to the Purchase Date relating to a particular Purchase Period. Partial withdrawals shall not be permitted. A participant who wishes to withdraw from the Plan must timely deliver to the Company a notice of withdrawal in a form prepared by the Company. The Company, promptly as practical following the receipt of the notice of withdrawal, shall refund to the participant the amount of his payroll deductions under the Plan which have not yet been used to purchase shares upon the exercise of his stock purchase rights; and thereupon, automatically and without any further act on his part, his payroll deduction authorization and his interest in unexercised stock purchase rights under the Plan shall terminate in full.

(b) Leave of Absence. A participant who goes on a leave of absence shall be deemed to have elected to withdraw from the Plan.

(c) Eligibility Following Withdrawal. A participant who withdraws from the Plan shall be eligible to participate again in the Plan upon expiration of the Purchase Period during which he withdrew (provided that he is otherwise an Eligible Employee at such later time).

10. Termination of Eligible Employment. If the employment of a participant with the Company terminates for any reason whatsoever or the participant ceases to be an Eligible Employee, then his participation in the Plan automatically and without any act on his part shall terminate as of the date of such termination of employment or change in status. The Company shall promptly refund to him (or his estate or personal representative, as the case may be) the amount of his payroll deductions under the Plan which have not yet been used to purchase Stock, and thereupon his interest in unexercised stock purchase rights under the Plan shall terminate in full.

11. Restriction Upon Assignment of Stock Purchase Rights. A stock purchase right granted under the Plan shall not be transferable otherwise than by will or the laws of descent and distribution. Each stock purchase right shall be exercisable, during a participant's lifetime, only by the participant to whom granted. The Company shall not recognize and shall be under no duty to recognize any assignment or purported assignment by an employee of any of his stock purchase rights under the Plan.

12. No Shareholder Rights or Privileges Until Exercise of Stock Purchase Rights. With respect to shares of Stock subject to a stock purchase right, a participant shall not be deemed to be a shareholder, and he shall not have any of the rights or privileges of a shareholder, until such stock purchase right has been exercised and shares delivered pursuant to subparagraph 8(b).

13. Changes in Stock; Adjustments. Whenever any change is made in the Stock, by reason of a stock dividend or by reason of subdivision, stock split, reverse stock split, recapitalization, reorganization, combination, reclassification of shares or other similar change, appropriate action will be taken by the Committee to adjust any or all of (i) the number and type of shares subject to the Plan, (ii) the number and type of shares subject to outstanding stock purchase rights and (iii) the Purchase Price with respect to any of the foregoing.

In the event of a Corporate Change, unless a successor corporation assumes or substitutes new stock purchase rights (within the meaning of Section 424(a) of the Code) for all stock purchase rights then outstanding, (i) the Purchase Date for all stock purchase rights then outstanding shall be accelerated to a date fixed by the Committee prior to the effective date of the Corporate Change and (ii) upon such effective date any unexercised stock purchase rights shall expire and the Company promptly shall refund to each participant the amount of such participant's payroll deductions under the Plan which have not yet been used to purchase Stock.

14. Use of Funds; No Interest Paid. All funds received or held by the Company under the Plan shall be included in the general funds of the Company free of any trust or other restriction, and may be used for any corporate purpose. No interest shall be paid to any participant on amounts credited to his account.

15. Term of the Plan. The Plan shall be effective July 1, 2002, provided the Plan is approved by the shareholders of the Company prior to such date. If not sooner terminated under the provisions of paragraph 16, the Plan shall automatically terminate upon and no further payroll deductions shall be made and no further stock purchase rights shall be granted after the date all of the shares of Stock reserved for issuance under the Plan, as increased and/or adjusted from time to time, have been sold under the Plan. If on the final Purchase Date there is an insufficient number of shares of Stock available for all purchases under stock purchase rights exercised on such date, the number of available shares shall be prorated among the then purchasing participants in an equitable manner as determined by the Committee based on their deductions for such Purchase Period and all remaining amounts shall be returned to the participants.

16. Amendment or Termination of the Plan. The Board in its discretion may terminate the Plan at any time with respect to any Stock for which stock purchase rights have not theretofore been granted. The Board shall have the right to alter or amend the Plan or any part thereof from time to time; provided, however, that, except as provided below, no change in any stock purchase right theretofore granted may be made that would materially impair the stock purchase rights of the participant without the consent of such participant. In the event the Board determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Board may, in its discretion and, to the extent necessary or desirable, modify or amend the Plan to reduce or eliminate such accounting consequence including, but not limited to (i) altering the Purchase Price for any Purchase Period including a Purchase Period underway at the time of the change in Purchase Price; and (ii) shortening any Purchase Period so that Purchase Period ends on a new Purchase Date, including a Purchase Period underway at the time of the Board action.

17. Securities Laws. The Company shall not be obligated to issue any Stock pursuant to any stock purchase right granted under the Plan at any time when the offer, issuance or sale of shares covered by such stock purchase right has not been registered under the Securities Act of 1933, as amended, or does not comply with such other state, federal or foreign laws, rules or regulations, or the requirements of any stock exchange upon which the Stock may then be listed, as the Company or the Committee deems applicable and, in the opinion of legal counsel for the Company, there is no exemption from the requirements of such laws, rules, regulations or requirements available for the offer, issuance and sale of such shares. Further, all Stock acquired pursuant to the Plan shall be subject to the Company's policies concerning compliance with securities laws and regulations, as such policies may be amended from time to time. The terms and conditions of stock purchase rights granted hereunder to, and the purchase of shares by, persons subject to Section 16 of the Exchange Act shall comply with any applicable provisions of Rule 16b-3. As to such persons, the Plan shall be deemed to contain, and such stock purchase rights shall contain, and the shares issued upon exercise thereof shall be subject to, such additional conditions and restrictions as may be required from time to time by Rule 16b-3 to qualify for the maximum exemption from Section 16 of the Exchange Act with respect to Plan transactions.

18. No Restriction on Corporate Action. Nothing contained in the Plan shall be construed to prevent the Company or any Subsidiary from taking any corporate action that is deemed by the Company or such Subsidiary to be appropriate or in its best interest, whether or not such action would have an adverse effect on the Plan or any stock purchase right granted under the Plan. No employee, beneficiary or other person shall have any claim against the Company or any Subsidiary as a result of any such action.

19. Miscellaneous Provisions.

(a) Number and Gender. Wherever appropriate herein, words used in the singular shall be considered to include the plural and words used in the plural shall be considered to include the singular. The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender.

(b) Headings. The headings and subheadings in the Plan are included solely for convenience, and if there is any conflict between such headings or subheadings and the text of the Plan, the text shall control.

(c) Not a Contract of Employment. The adoption and maintenance of the Plan shall not be deemed to be a contract between the Company or any Participating Company and any person or to be consideration for the employment of any person. Participation in the Plan at any given time shall not be deemed to create the right to participate in the Plan, or any other arrangement permitting an employee of the Company or any Participating Company to purchase Stock at a discount, in the future. The stock purchase rights and obligations under any participant's terms of employment with the Company or any Participating Company shall not be affected by participation in the Plan. Nothing herein contained shall be deemed to give any person the right to be retained in the employ of the Company or any Participating Company or to restrict the right of the Company or any Participating Company to discharge any person at any time, nor shall the Plan be deemed to give the Company or any Participating Company the right to require any person to remain in the employ of the Company or such Participating Company or to restrict any person's right to terminate his employment at any time. The Plan shall not afford any participant any additional right to compensation as a result of the termination of such participant's employment for any reason whatsoever.

(d) Compliance with Applicable Laws. The Company's obligation to offer, issue, sell or deliver Stock under the Plan is at all times subject to all approvals of and compliance with any governmental authorities (whether domestic or foreign) required in connection with the authorization, offer, issuance, sale or delivery of Stock as well as all federal, state, local and foreign laws. Without limiting the scope of the preceding sentence, and notwithstanding any other provision in the Plan, the Company shall not be obligated to grant stock purchase rights or to offer, issue, sell or deliver Stock under the Plan to any employee who is a citizen or resident of a jurisdiction the laws of which, for reasons of its public policy or otherwise, prohibit the Company from taking any such action with respect to such employee.

(e) Severability. If any provision of the Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof; instead, each provision shall be fully severable and the Plan shall be construed and enforced as if said illegal or invalid provision had never been included herein.

(f) Governing Law. All provisions of the Plan shall be construed in accordance with the laws of Delaware except to the extent preempted by federal law.

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement ("Agreement"), is entered into by and between Halliburton Company ("Employer" or "Halliburton") and Albert O. Cornelison, Jr. ("Employee"), as of May 15, 2002 (the "Effective Date").

W I T N E S S E T H:

WHEREAS, Employee is currently employed by Employer; and

WHEREAS, Employer is desirous of continuing the employment of Employee after the Effective Date pursuant to the terms and conditions and for the consideration set forth in this Agreement, and Employee is desirous of continuing in the employ of Employer pursuant to such terms and conditions and for such consideration.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations contained herein, Employer and Employee agree as follows:

ARTICLE 1: EMPLOYMENT AND DUTIES:

1.1. Employer agrees to employ Employee, and Employee agrees to be employed by Employer, beginning as of the Effective Date and continuing until the date of termination of Employee's employment pursuant to the provisions of Article 3 (the "Term"), subject to the terms and conditions of this Agreement.

1.2. Beginning as of the Effective Date, Employee shall be employed as Vice President and General Counsel of Employer. Employee agrees to serve in the assigned position or in such other executive capacities as may be requested from time to time by Employer and to perform diligently and to the best of Employee's abilities the duties and services appertaining to such positions as reasonably determined by Employer, as well as such additional or different duties and services appropriate to such positions which Employee from time to time may be reasonably directed to perform by Employer.

1.3. Employee shall at all times comply with and be subject to such policies and procedures as Halliburton may establish from time to time, including, without limitation, the Halliburton Company Code of Business Conduct (the "Code of Business Conduct").

1.4. Employee shall, during the period of Employee's employment by Employer, devote Employee's full business time, energy, and best efforts to the business and affairs of Employer. Employee may not engage, directly or indirectly, in any other business, investment, or activity that interferes with Employee's performance of Employee's duties hereunder, is contrary to the interest of Employer or any of its affiliated subsidiaries and divisions (collectively, the "Halliburton Entities" or, individually, a "Halliburton Entity"), or requires any significant portion of Employee's business time. The foregoing notwithstanding, the parties recognize and agree that Employee may engage in passive personal investments and other business activities which do not conflict with the business and affairs of the Halliburton Entities or interfere with Employee's performance of his duties hereunder. Employee may not serve on the board of directors of any entity other than a Halliburton Entity during the Term without the approval thereof in accordance with Employer's policies and procedures regarding such service. Employee shall be permitted to retain any compensation received for approved service on any unaffiliated corporation's board of directors.

1.5. Employee acknowledges and agrees that Employee owes a fiduciary duty of loyalty, fidelity and allegiance to act at all times in the best interests of the Employer and the other Halliburton Entities and to do no act which would, directly or indirectly, injure any such entity's business, interests, or reputation. It is agreed that any direct or indirect interest in, connection with, or benefit from any outside activities, particularly commercial activities, which interest might in any way adversely affect Employer, or any Halliburton Entity, involves a possible conflict of interest. In keeping with Employee's fiduciary duties to Employer, Employee agrees that Employee shall not knowingly become involved in a conflict of interest with Employer or the Halliburton Entities, or upon discovery thereof, allow such a conflict to continue. Moreover, Employee shall not engage in any activity that might involve a possible conflict of interest without first obtaining approval in accordance with Halliburton's policies and procedures.

1.6. Nothing contained herein shall be construed to preclude the transfer of Employee's employment to another Halliburton Entity ("Subsequent Employer") as of, or at any time after, the Effective Date and no such transfer shall be deemed to be a termination of employment for purposes of Article 3 hereof; provided, however, that, effective with such transfer, all of Employer's obligations hereunder shall be assumed by and be binding upon, and all of Employer's rights hereunder shall be assigned to, such Subsequent Employer and the defined term "Employer" as used herein shall thereafter be deemed amended to mean such Subsequent Employer. Except as otherwise provided above, all of the terms and conditions of this Agreement, including without limitation, Employee's rights and obligations, shall remain in full force and effect following such transfer of employment.

ARTICLE 2: COMPENSATION AND BENEFITS:

2.1. Employee's base salary during the Term shall be not less than $332,000 per annum which shall be paid in accordance with the Employer's standard payroll practice for its executives. Employee's base salary may be increased from time to time with the approval of the Compensation Committee of Halliburton's Board of Directors (the "Compensation Committee") or its delegate, as applicable. Such increased base salary shall become the minimum base salary under this Agreement and may not be decreased thereafter without the written consent of Employee.

2.2. During the Term, Employee shall participate in the Halliburton Annual Performance Pay Plan, or any successor annual incentive plan approved by the Compensation Committee; provided, however, that all determinations relating to Employee's participation, including, without limitation, those relating to the performance goals applicable to Employee and Employee's level of participation and payout opportunity, shall be made in the sole discretion of the person or committee to whom such authority has been granted pursuant to such plan's terms.

2.3. During the Term, Employer shall pay or reimburse Employee for all actual, reasonable and customary expenses incurred by Employee in the course of his employment; including, but not limited to, travel, entertainment, subscriptions and dues associated with Employee's membership in professional, business and civic organizations; provided that such expenses are incurred and accounted for in accordance with Employer's applicable policies and procedures.

2.4. While employed by Employer, Employee shall be allowed to participate, on the same basis generally as other executive employees of Employer, in all general employee benefit plans and programs, including improvements or modifications of the same, which on the Effective Date or thereafter are made available by Employer to all or substantially all of Employer's similarly situated executive employees. Such benefits, plans, and programs may include, without limitation, medical, health, and dental care, life insurance, disability protection, and qualified and non-qualified retirement plans. Except as specifically provided herein, nothing in this Agreement is to be construed or interpreted to increase or alter in any way the rights, participation, coverage, or benefits under such benefit plans or programs than provided to similarly situated executive employees pursuant to the terms and conditions of such benefit plans and programs. While employed by Employer, Employee shall be eligible to receive awards under the 1993 Plan or any successor stock-related plan adopted by Halliburton's Board of Directors; provided, however, that the foregoing shall not be construed as a guarantee with respect to the type, amount or frequency of such awards, if any, such decisions being solely within the discretion of the Compensation Committee or its delegate, as applicable.

2.5. Employer shall not, by reason of this Article 2, be obligated to institute, maintain, or refrain from changing, amending or discontinuing, any incentive compensation, employee benefit or stock or stock option program or plan, so long as such actions are similarly applicable to covered employees generally.

2.6. Employer may withhold from any compensation, benefits, or amounts payable under this Agreement all federal, state, city, or other taxes as may be required pursuant to any law or governmental regulation or ruling.

ARTICLE 3: TERMINATION OF EMPLOYMENT AND EFFECTS OF SUCH TERMINATION:

3.1. Employee's employment with Employer shall be terminated (i) upon the death of Employee, (ii) upon Employee's Retirement (as defined below), (iii) upon Employee's Permanent Disability (as defined below), or (iv) at any time by Employer upon written notice to Employee, or by Employee upon thirty (30) days' written notice to Employer, for any or no reason.

3.2. If Employee's employment is terminated by reason of any of the following circumstances, Employee shall not be entitled to receive the benefits set forth in Section 3.3 hereof:

(i) Death.

(ii) Retirement. "Retirement" shall mean either (a) Employee's retirement at or after normal retirement age (either voluntarily or pursuant to Halliburton's retirement policy) or (b) the voluntary termination of Employee's employment by

Employee in accordance with Employer's early retirement policy for other than Good Reason (as defined below).

(iii) Permanent Disability. "Permanent Disability" shall mean Employee's physical or mental incapacity to perform his usual duties with such condition likely to remain continuously and permanently as determined by the Compensation Committee.

(iv) Voluntary Termination. "Voluntary Termination" shall mean a termination of employment in the sole discretion and at the election of Employee for other than Good Reason. "Good Reason" shall mean (a) a termination of employment by Employee because of a material breach by Employer of any material provision of this Agreement which remains uncorrected for thirty (30) days following written notice of such breach by Employee to Employer, provided such termination occurs within sixty (60) days after the expiration of the notice period or (b) a termination of employment by Employee within six (6) months after a material reduction in Employee's rank or responsibility with Employer.

(v) Termination for Cause. Termination of Employee's employment by Employer for Cause. "Cause" shall mean any of the following: (a) Employee's gross negligence or willful misconduct in the performance of the duties and services required of Employee pursuant to this Agreement, (b) Employee's final conviction of a felony, (c) a material violation of the Code of Business Conduct or (d) Employee's material breach of any material provision of this Agreement which remains uncorrected for thirty (30) days following written notice of such breach to Employee by Employer. Determination as to whether or not Cause exists for termination of Employee's employment will be made by the Compensation Committee.

In the event Employee's employment is terminated under any of the foregoing circumstances, all future compensation to which Employee is otherwise entitled and all future benefits for which Employee is eligible shall cease and terminate as of the date of termination, except as specifically provided in this Section 3.2. Employee, or his estate in the case of Employee's death, shall be entitled to pro rata base salary through the date of such termination and shall be entitled to any individual bonuses or individual incentive compensation not yet paid but payable under Employer's plans for years prior to the year of Employee's termination of employment, but shall not be entitled to any bonus or incentive compensation for the year in which he terminates employment or any other payments or benefits by or on behalf of Employer except for those which may be payable pursuant to the terms of Employer's employee benefit plans (as defined in Section 3.4), stock, stock option or incentive plans, or the applicable agreements underlying such plans.

3.3 If Employee's employment is terminated by Employee for Good Reason or by Employer for any reason other than as set forth in Section 3.2 above Employee shall be entitled to each of the following:

(i) To the extent not otherwise specifically provided in any underlying restricted stock agreements, Halliburton, at its option and in its sole discretion, shall either (a) cause all shares of Halliburton common stock previously granted to Employee under the 1993 Plan, and any similar plan adopted by Halliburton in the future, which at the date of termination of employment are subject to restrictions (the "Restricted Shares") to be forfeited, in which case, Employer will pay Employee a lump sum cash payment equal to the value of the Restricted Shares (based on the closing price of Halliburton common stock on the New York Stock Exchange on the date of termination of employment); or (b) cause the forfeiture restrictions with respect to the Restricted Shares lapse and such shares shall be retained by Employee.

(ii) Subject to the provisions of Section 3.4, Employer shall pay to Employee a severance benefit consisting of a single lump sum cash payment equal to two years' of Employee's base salary as in effect at the date of Employee's termination of employment. Such severance benefit shall be paid no later than sixty (60) days following Employee's termination of employment.

(iii) Employee shall be entitled to any individual incentive compensation earned under the Halliburton Annual Performance Pay Plan, or any successor annual incentive plan approved by the Compensation Committee, for the year of Employee's termination of employment determined as if Employee had remained employed by the Employer for the entire year. Such amounts shall be paid to Employee at the time that such amounts are paid to similarly situated employees.

3.4. The severance benefit paid to Employee pursuant to Section 3.3 shall be in consideration of Employee's continuing obligations hereunder after such termination, including, without limitation, Employee's obligations under Article 4. Further, as a condition to the receipt of such severance benefit, Employer, in its sole discretion, may require Employee to first execute a release, in the form established by Employer, releasing Employer and all other Halliburton Entities, and their officers, directors, employees, and agents, from any and all claims and from any and all causes of action of any kind or character, including, but not limited to, all claims and causes of action arising out of Employee's employment with Employer and any other Halliburton Entities or the termination of such employment. The performance of Employer's obligations under Section 3.3 and the receipt of the severance benefit provided thereunder by Employee shall constitute full settlement of all such claims and causes of action. Employee shall not be under any duty or obligation to seek or accept other employment following a termination of employment pursuant to which a severance benefit payment under Section 3.3 is owing and the amounts due Employee pursuant to Section 3.3 shall not be reduced or suspended if Employee accepts subsequent employment or earns any amounts as a self-employed individual. Employee's rights under Section 3.3 are Employee's sole and exclusive rights against the Employer or its affiliates and the Employer's sole and exclusive liability to Employee under this Agreement, in contract, tort or otherwise, for the termination of his employment relationship with Employer. Employee agrees that all disputes relating to Employee's termination of employment, including, without limitation, any dispute as to "Cause" or "Voluntary Termination" and any claims or demands against Employer based upon Employee's employment for any monies other than those specified in Section 3.3, shall be resolved through the Halliburton Dispute Resolution Plan as provided in Section 5.6 hereof; provided, however, that decisions as to whether "Cause" exists for termination of the employment relationship with Employee and whether and as of what date Employee has become permanently disabled are delegated to the Compensation Committee, or its delegate, for determination and any dispute of Employee with any such decision shall be limited to whether the Compensation Committee, or its delegate, reached such decision in good faith. Nothing contained in this Article 3 shall be construed to be a waiver by Employee of any benefits accrued for or due Employee under any employee benefit plan (as such term is defined in the Employees' Retirement Income Security Act of 1974, as amended) maintained by Employer except that Employee shall not be entitled to any severance benefits pursuant to any severance plan or program of the Employer.

3.5. Termination of the employment relationship does not terminate those obligations imposed by this Agreement which are continuing obligations, including, without limitation, Employee's obligations under Article 4.

ARTICLE 4: OWNERSHIP AND PROTECTION OF INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION:

4.1. All information, ideas, concepts, improvements, discoveries, and inventions, whether patentable or not, which are conceived, made, developed or acquired by Employee, individually or in conjunction with others, during Employee's employment by Employer or any of its affiliates (whether during business hours or otherwise and whether on Employer's premises or otherwise) which relate to the business, products or services of Employer or its affiliates (including, without limitation, all such information relating to corporate opportunities, research, financial and sales data, pricing and trading terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or their requirements, the identity of key contacts within the customer's organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names, and marks), and all writings or materials of any type embodying any of such items, shall be the sole and exclusive property of Employer or its affiliates, as the case may be.

4.2. Employee acknowledges that the businesses of Employer and its affiliates are highly competitive and that their strategies, methods, books, records, and documents, their technical information concerning their products, equipment, services, and processes, procurement procedures and pricing techniques, the names of and other information (such as credit and financial data) concerning their customers and business affiliates, all comprise confidential business information and trade secrets which are valuable, special, and unique assets which Employer or its affiliates use in their business to obtain a competitive advantage over their competitors. Employee further acknowledges that protection of such confidential business information and trade secrets against unauthorized disclosure and use is of critical importance to Employer and its affiliates in maintaining their competitive position. Employee hereby agrees that Employee will not, at any time during or after his employment by Employer, make any unauthorized disclosure of any confidential business information or trade secrets of Employer or its affiliates, or make any use thereof, except in the carrying out of his employment responsibilities hereunder. Confidential business information shall not include information in the public domain (but only if the same becomes part of the public domain through a means other than a disclosure prohibited hereunder). The above notwithstanding, a disclosure shall not be unauthorized if (i) it is required by law or by a court of competent jurisdiction or (ii) it is in connection with any judicial, arbitration, dispute resolution or other legal proceeding in which Employee's legal rights and obligations as an employee or under this Agreement are at issue; provided, however, that Employee shall, to the extent practicable and lawful in any such events, give prior notice to Employer of his intent to disclose any such confidential business information in such context so as to allow Employer or its affiliates an opportunity (which Employee will not oppose) to obtain such protective orders or similar relief with respect thereto as may be deemed appropriate.

4.3. All written materials, records, and other documents made by, or coming into the possession of, Employee during the period of Employee's employment by Employer which contain or disclose confidential business information or trade secrets of Employer or its affiliates shall be and remain the property of Employer, or its affiliates, as the case may be. Upon termination of Employee's employment by Employer, for any reason, Employee promptly shall deliver the same, and all copies thereof, to Employer.

4.4 For purposes of this Article 4, "affiliates" shall mean entities in which Halliburton has a 20% or more direct or indirect equity interest.

ARTICLE 5: MISCELLANEOUS:

5.1. Except as otherwise provided in Section 4.4 hereof, for purposes of this Agreement, the terms "affiliate" or "affiliated" means an entity who directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Halliburton or in which Halliburton has a 50% or more equity interest.

5.2. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given when received by or tendered to Employee or Employer, as applicable, by pre-paid courier or by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Employer, to Halliburton Company at 3600 Lincoln Plaza, 500 North Akard Street, Dallas, Texas 75201-3391, to the attention of the General Counsel.

If to Employee, to his last known personal residence.

5.3. This Agreement shall be governed by and construed and enforced, in all respects in accordance with the law of the State of Texas, without regard to principles of conflicts of law, unless preempted by federal law, in which case federal law shall govern; provided, however, that the Halliburton Dispute Resolution Plan and the Federal Arbitration Act shall govern in all respects with regard to the resolution of disputes hereunder.

5.4. No failure by either party hereto at any time to give notice of any breach by the other party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

5.5. It is a desire and intent of the parties that the terms, provisions, covenants, and remedies contained in this Agreement shall be enforceable to the fullest extent permitted by law. If any such term, provision, covenant, or remedy of this Agreement or the application thereof to any person, association, or entity or circumstances shall, to any extent, be construed to be invalid or unenforceable in whole or in part, then such term, provision, covenant, or remedy shall be construed in a manner so as to permit its enforceability under the applicable law to the fullest extent permitted by law. In any case, the remaining provisions of this Agreement or the application thereof to any person, association, or entity or circumstances other than those to which they have been held invalid or unenforceable, shall remain in full force and effect.

5.6. It is the mutual intention of the parties to have any dispute concerning this Agreement resolved out of court. Accordingly, the parties agree that any such dispute shall, as the sole and exclusive remedy, be submitted for resolution through the Halliburton Dispute Resolution Plan; provided, however, that the Employer, on its own behalf and on behalf of any of the Halliburton Entities, shall be entitled to seek a restraining order or injunction in any court of competent jurisdiction to prevent any breach or the continuation of any breach of the provisions of Article 4 and Employee hereby consents that such restraining order or injunction may be granted without the necessity of the Employer posting any bond. The parties agree that the resolution of any such dispute through such Plan shall be final and binding.

5.7. This Agreement shall be binding upon and inure to the benefit of Employer, to the extent herein provided, and any other person, association, or entity which may hereafter acquire or succeed to all or substantially all of the business or assets of Employer by any means whether direct or indirect, by purchase, merger, consolidation, or otherwise. Employee's rights and obligations under this Agreement are personal and such rights, benefits, and obligations of Employee shall not be voluntarily or involuntarily assigned, alienated, or transferred, whether by operation of law or otherwise, without the prior written consent of Employer, other than in the case of death or incompetence of Employee.

5.8. This Agreement replaces and merges any previous agreements and discussions pertaining to the subject matter covered herein. This Agreement constitutes the entire agreement of the parties with regard to the terms of Employee's employment, termination of employment and severance benefits, and contains all of the covenants, promises, representations, warranties, and agreements between the parties with respect to such matters. Each party to this Agreement acknowledges that no representation, inducement, promise, or agreement, oral or written, has been made by either party with respect to the foregoing matters which is not embodied herein, and that no agreement, statement, or promise relating to the employment of Employee by Employer that is not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by each party whose rights hereunder are affected thereby, provided that any such modification must be authorized or approved by the Compensation Committee or its delegate, as appropriate.

IN WITNESS WHEREOF, Employer and Employee have duly executed this Agreement in multiple originals to be effective on the Effective Date.

HALLIBURTON COMPANY

By: /s/ David J. Lesar

Name: David J. Lesar

Title: Chairman of the Board, President and Chief Executive Officer

EMPLOYEE

/s/ Albert O. Cornelison, Jr.

Albert O. Cornelison, Jr.

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement ("Agreement"), is entered into by and between Halliburton Company ("Employer" or "Halliburton") and Weldon J. Mire ("Employee"), as of May 15, 2002 (the "Effective Date").

W I T N E S S E T H:

WHEREAS, Employee is currently employed by Employer; and

WHEREAS, Employer is desirous of continuing the employment of Employee after the Effective Date pursuant to the terms and conditions and for the consideration set forth in this Agreement, and Employee is desirous of continuing in the employ of Employer pursuant to such terms and conditions and for such consideration.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations contained herein, Employer and Employee agree as follows:

ARTICLE 1: EMPLOYMENT AND DUTIES:

1.1. Employer agrees to employ Employee, and Employee agrees to be employed by Employer, beginning as of the Effective Date and continuing until the date of termination of Employee's employment pursuant to the provisions of Article 3 (the "Term"), subject to the terms and conditions of this Agreement.

1.2. Beginning as of the Effective Date, Employee shall be employed as Vice President--Human Resources of Employer. Employee agrees to serve in the assigned position or in such other executive capacities as may be requested from time to time by Employer and to perform diligently and to the best of Employee's abilities the duties and services appertaining to such positions as reasonably determined by Employer, as well as such additional or different duties and services appropriate to such positions which Employee from time to time may be reasonably directed to perform by Employer.

1.3. Employee shall at all times comply with and be subject to such policies and procedures as Halliburton may establish from time to time, including, without limitation, the Halliburton Company Code of Business Conduct (the "Code of Business Conduct").

1.4. Employee shall, during the period of Employee's employment by Employer, devote Employee's full business time, energy, and best efforts to the business and affairs of Employer. Employee may not engage, directly or indirectly, in any other business, investment, or activity that interferes with Employee's performance of Employee's duties hereunder, is contrary to the interest of Employer or any of its affiliated subsidiaries and divisions (collectively, the "Halliburton Entities" or, individually, a "Halliburton Entity"), or requires any significant portion of Employee's business time. The foregoing notwithstanding, the parties recognize and agree that Employee may engage in passive personal investments and other business activities which do not conflict with the business and affairs of the Halliburton Entities or interfere with Employee's performance of his duties hereunder. Employee may not serve on the board of directors of any entity other than a Halliburton Entity during the Term without the approval thereof in accordance with Employer's policies and procedures regarding such service. Employee shall be permitted to retain any compensation received for approved service on any unaffiliated corporation's board of directors.

1.5. Employee acknowledges and agrees that Employee owes a fiduciary duty of loyalty, fidelity and allegiance to act at all times in the best interests of the Employer and the other Halliburton Entities and to do no act which would, directly or indirectly, injure any such entity's business, interests, or reputation. It is agreed that any direct or indirect interest in, connection with, or benefit from any outside activities, particularly commercial activities, which interest might in any way adversely affect Employer, or any Halliburton Entity, involves a possible conflict of interest. In keeping with Employee's fiduciary duties to Employer, Employee agrees that Employee shall not knowingly become involved in a conflict of interest with Employer or the Halliburton Entities, or upon discovery thereof, allow such a conflict to continue. Moreover, Employee shall not engage in any activity that might involve a possible conflict of interest without first obtaining approval in accordance with Halliburton's policies and procedures.

1.6 Nothing contained herein shall be construed to preclude the transfer of Employee's employment to another Halliburton Entity ("Subsequent Employer") as of, or at any time after, the Effective Date and no such transfer shall be deemed to be a termination of employment for purposes of Article 3 hereof; provided, however, that, effective with such transfer, all of Employer's obligations hereunder shall be assumed by and be binding upon, and all of Employer's rights hereunder shall be assigned to, such Subsequent Employer and the defined term "Employer" as used herein shall thereafter be deemed amended to mean such Subsequent Employer. Except as otherwise provided above, all of the terms and conditions of this Agreement, including without limitation, Employee's rights and obligations, shall remain in full force and effect following such transfer of employment.

ARTICLE 2: COMPENSATION AND BENEFITS:

2.1. Employee's base salary during the Term shall be not less than $200,000 per annum which shall be paid in accordance with the Employer's standard payroll practice for its executives. Employee's base salary may be increased from time to time with the approval of the Compensation Committee of Halliburton's Board of Directors (the "Compensation Committee") or its delegate, as applicable. Such increased base salary shall become the minimum base salary under this Agreement and may not be decreased thereafter without the written consent of Employee.

2.2. During the Term, Employee shall participate in the Halliburton Annual Performance Pay Plan, or any successor annual incentive plan approved by the Compensation Committee; provided, however, that all determinations relating to Employee's participation, including, without limitation, those relating to the performance goals applicable to Employee and Employee's level of participation and payout opportunity, shall be made in the sole discretion of the person or committee to whom such authority has been granted pursuant to such plan's terms.

2.3. During the Term, Employer shall pay or reimburse Employee for all actual, reasonable and customary expenses incurred by Employee in the course of his employment; including, but not limited to, travel, entertainment, subscriptions and dues associated with Employee's membership in professional, business and civic organizations; provided that such expenses are incurred and accounted for in accordance with Employer's applicable policies and procedures.

2.4. While employed by Employer, Employee shall be allowed to participate, on the same basis generally as other executive employees of Employer, in all general employee benefit plans and programs, including improvements or modifications of the same, which on the Effective Date or thereafter are made available by Employer to all or substantially all of Employer's similarly situated executive employees. Such benefits, plans, and programs may include, without limitation, medical, health, and dental care, life insurance, disability protection, and qualified and non-qualified retirement plans. Except as specifically provided herein, nothing in this Agreement is to be construed or interpreted to increase or alter in any way the rights, participation, coverage, or benefits under such benefit plans or programs than provided to similarly situated executive employees pursuant to the terms and conditions of such benefit plans and programs. While employed by Employer, Employee shall be eligible to receive awards under the 1993 Plan or any successor stock-related plan adopted by Halliburton's Board of Directors; provided, however, that the foregoing shall not be construed as a guarantee with respect to the type, amount or frequency of such awards, if any, such decisions being solely within the discretion of the Compensation Committee or its delegate, as applicable.

2.5. Employer shall not, by reason of this Article 2, be obligated to institute, maintain, or refrain from changing, amending or discontinuing, any incentive compensation, employee benefit or stock or stock option program or plan, so long as such actions are similarly applicable to covered employees generally.

2.6. Employer may withhold from any compensation, benefits, or amounts payable under this Agreement all federal, state, city, or other taxes as may be required pursuant to any law or governmental regulation or ruling.

ARTICLE 3: TERMINATION OF EMPLOYMENT AND EFFECTS OF SUCH TERMINATION:

3.1. Employee's employment with Employer shall be terminated (i) upon the death of Employee, (ii) upon Employee's Retirement (as defined below), (iii) upon Employee's Permanent Disability (as defined below), or (iv) at any time by Employer upon written notice to Employee, or by Employee upon thirty (30) days' written notice to Employer, for any or no reason.

3.2. If Employee's employment is terminated by reason of any of the following circumstances, Employee shall not be entitled to receive the benefits set forth in Section 3.3 hereof:

(i) Death.

(ii) Retirement. "Retirement" shall mean either (a) Employee's retirement at or after normal retirement age (either voluntarily or pursuant to Halliburton's retirement policy) or (b) the voluntary termination of Employee's employment by Employee in accordance with Employer's early retirement policy for other than Good Reason (as defined below).

(iii) Permanent Disability. "Permanent Disability" shall mean Employee's physical or mental incapacity to perform his usual duties with such condition likely to remain continuously and permanently as determined by the Compensation Committee.

(iv) Voluntary Termination. "Voluntary Termination" shall mean a termination of employment in the sole discretion and at the election of Employee for other than Good Reason. "Good Reason" shall mean (a) a termination of employment by Employee because of a material breach by Employer of any material provision of this Agreement which remains uncorrected for thirty (30) days following written notice of such breach by Employee to Employer, provided such termination occurs within sixty (60) days after the expiration of the notice period or (b) a termination of employment by Employee within six (6) months after a material reduction in Employee's rank or responsibility with Employer.

(v) Termination for Cause. Termination of Employee's employment by Employer for Cause. "Cause" shall mean any of the following: (a) Employee's gross negligence or willful misconduct in the performance of the duties and services required of Employee pursuant to this Agreement, (b) Employee's final conviction of a felony, (c) a material violation of the Code of Business Conduct or (d) Employee's material breach of any material provision of this Agreement which remains uncorrected for thirty (30) days following written notice of such breach to Employee by Employer. Determination as to whether or not Cause exists for termination of Employee's employment will be made by the Compensation Committee.

In the event Employee's employment is terminated under any of the foregoing circumstances, all future compensation to which Employee is otherwise entitled and all future benefits for which Employee is eligible shall cease and terminate as of the date of termination, except as specifically provided in this Section 3.2. Employee, or his estate in the case of Employee's death, shall be entitled to pro rata base salary through the date of such termination and shall be entitled to any individual bonuses or individual incentive compensation not yet paid but payable under Employer's plans for years prior to the year of Employee's termination of employment, but shall not be entitled to any bonus or incentive compensation for the year in which he terminates employment or any other payments or benefits by or on behalf of Employer except for those which may be payable pursuant to the terms of Employer's employee benefit plans (as defined in Section 3.4), stock, stock option or incentive plans, or the applicable agreements underlying such plans.

3.3 If Employee's employment is terminated by Employee for Good Reason or by Employer for any reason other than as set forth in Section 3.2 above Employee shall be entitled to each of the following:

(i) To the extent not otherwise specifically provided in any underlying restricted stock agreements, Halliburton, at its option and in its sole discretion, shall either (a) cause all shares of Halliburton common stock previously granted to Employee under the 1993 Plan, and any similar plan adopted by Halliburton in the future, which at the date of termination of employment are subject to restrictions (the "Restricted Shares") to be forfeited, in which case, Employer will pay Employee a lump sum cash payment equal to the value of the Restricted Shares (based on the closing price of Halliburton common stock on the New York Stock Exchange on the date of termination of employment); or (b) cause the forfeiture restrictions with respect to the Restricted Shares lapse and such shares shall be retained by Employee.

(ii) Subject to the provisions of Section 3.4, Employer shall pay to Employee a severance benefit consisting of a single lump sum cash payment equal to two years' of Employee's base salary as in effect at the date of Employee's termination of employment. Such severance benefit shall be paid no later than sixty (60) days following Employee's termination of employment.

(iii) Employee shall be entitled to any individual incentive compensation earned under the Halliburton Annual Performance Pay Plan, or any successor annual incentive plan approved by the Compensation Committee, for the year of Employee's termination of employment determined as if Employee had remained employed by the Employer for the entire year. Such amounts shall be paid to Employee at the time that such amounts are paid to similarly situated employees.

3.4. The severance benefit paid to Employee pursuant to Section 3.3 shall be in consideration of Employee's continuing obligations hereunder after such termination, including, without limitation, Employee's obligations under Article 4. Further, as a condition to the receipt of such severance benefit, Employer, in its sole discretion, may require Employee to first execute a release, in the form established by Employer, releasing Employer and all other Halliburton Entities, and their officers, directors, employees, and agents, from any and all claims and from any and all causes of action of any kind or character, including, but not limited to, all claims and causes of action arising out of Employee's employment with Employer and any other Halliburton Entities or the termination of such employment. The performance of Employer's obligations under Section 3.3 and the receipt of the severance benefit provided thereunder by Employee shall constitute full settlement of all such claims and causes of action. Employee shall not be under any duty or obligation to seek or accept other employment following a termination of employment pursuant to which a severance benefit payment under Section 3.3 is owing and the amounts due Employee pursuant to Section 3.3 shall not be reduced or suspended if Employee accepts subsequent employment or earns any amounts as a self-employed individual. Employee's rights under Section 3.3 are Employee's sole and exclusive rights against the Employer or its affiliates and the Employer's sole and exclusive liability to Employee under this Agreement, in contract, tort or otherwise, for the termination of his employment relationship with Employer. Employee agrees that all disputes relating to Employee's termination of employment, including, without limitation, any dispute as to "Cause" or "Voluntary Termination" and any claims or demands against Employer based upon Employee's employment for any monies other than those specified in Section 3.3, shall be resolved through the Halliburton Dispute Resolution Plan as provided in Section 5.6 hereof; provided, however, that decisions as to whether "Cause" exists for termination of the employment relationship with Employee and whether and as of what date Employee has become permanently disabled are delegated to the Compensation Committee, or its delegate, for determination and any dispute of Employee with any such decision shall be limited to whether the Compensation Committee, or its delegate, reached such decision in good faith. Nothing contained in this Article 3 shall be construed to be a waiver by Employee of any benefits accrued for or due Employee under any employee benefit plan (as such term is defined in the Employees' Retirement Income Security Act of 1974, as amended) maintained by Employer except that Employee shall not be entitled to any severance benefits pursuant to any severance plan or program of the Employer.

3.5. Termination of the employment relationship does not terminate those obligations imposed by this Agreement which are continuing obligations, including, without limitation, Employee's obligations under Article 4.

ARTICLE 4: OWNERSHIP AND PROTECTION OF INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION:

4.1. All information, ideas, concepts, improvements, discoveries, and inventions, whether patentable or not, which are conceived, made, developed or acquired by Employee, individually or in conjunction with others, during Employee's employment by Employer or any of its affiliates (whether during business hours or otherwise and whether on Employer's premises or otherwise) which relate to the business, products or services of Employer or its affiliates (including, without limitation, all such information relating to corporate opportunities, research, financial and sales data, pricing and trading terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or their requirements, the identity of key contacts within the customer's organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names, and marks), and all writings or materials of any type embodying any of such items, shall be the sole and exclusive property of Employer or its affiliates, as the case may be.

4.2. Employee acknowledges that the businesses of Employer and its affiliates are highly competitive and that their strategies, methods, books, records, and documents, their technical information concerning their products, equipment, services, and processes, procurement procedures and pricing techniques, the names of and other information (such as credit and financial data) concerning their customers and business affiliates, all comprise confidential business information and trade secrets which are valuable, special, and unique assets which Employer or its affiliates use in their business to obtain a competitive advantage over their competitors. Employee further acknowledges that protection of such confidential business information and trade secrets against unauthorized disclosure and use is of critical importance to Employer and its affiliates in maintaining their competitive position. Employee hereby agrees that Employee will not, at any time during or after his employment by Employer, make any unauthorized disclosure of any confidential business information or trade secrets of Employer or its affiliates, or make any use thereof, except in the carrying out of his employment responsibilities hereunder. Confidential business information shall not include information in the public domain (but only if the same becomes part of the public domain through a means other than a disclosure prohibited hereunder). The above notwithstanding, a disclosure shall not be unauthorized if (i) it is required by law or by a court of competent jurisdiction or (ii) it is in connection with any judicial, arbitration, dispute resolution or other legal proceeding in which Employee's legal rights and obligations as an employee or under this Agreement are at issue; provided, however, that Employee shall, to the extent practicable and lawful in any such events, give prior notice to Employer of his intent to disclose any such confidential business information in such context so as to allow Employer or its affiliates an opportunity (which Employee will not oppose) to obtain such protective orders or similar relief with respect thereto as may be deemed appropriate.

4.3. All written materials, records, and other documents made by, or coming into the possession of, Employee during the period of Employee's employment by Employer which contain or disclose confidential business information or trade secrets of Employer or its affiliates shall be and remain the property of Employer, or its affiliates, as the case may be. Upon termination of Employee's employment by Employer, for any reason, Employee promptly shall deliver the same, and all copies thereof, to Employer.

4.4 For purposes of this Article 4, "affiliates" shall mean entities in which Halliburton has a 20% or more direct or indirect equity interest.

ARTICLE 5: MISCELLANEOUS:

5.1. Except as otherwise provided in Section 4.4 hereof, for purposes of this Agreement, the terms "affiliate" or "affiliated" means an entity who directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Halliburton or in which Halliburton has a 50% or more equity interest.

5.2. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given when received by or tendered to Employee or Employer, as applicable, by pre-paid courier or by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Employer, to Halliburton Company at 3600 Lincoln Plaza, 500 North Akard Street, Dallas, Texas 75201-3391, to the attention of the General Counsel.

If to Employee, to his last known personal residence.

5.3. This Agreement shall be governed by and construed and enforced, in all respects in accordance with the law of the State of Texas, without regard to principles of conflicts of law, unless preempted by federal law, in which case federal law shall govern; provided, however, that the Halliburton Dispute Resolution Plan and the Federal Arbitration Act shall govern in all respects with regard to the resolution of disputes hereunder.

5.4. No failure by either party hereto at any time to give notice of any breach by the other party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

5.5. It is a desire and intent of the parties that the terms, provisions, covenants, and remedies contained in this Agreement shall be enforceable to the fullest extent permitted by law. If any such term, provision, covenant, or remedy of this Agreement or the application thereof to any person, association, or entity or circumstances shall, to any extent, be construed to be invalid or unenforceable in whole or in part, then such term, provision, covenant, or remedy shall be construed in a manner so as to permit its enforceability under the applicable law to the fullest extent permitted by law. In any case, the remaining provisions of this Agreement or the application thereof to any person, association, or entity or circumstances other than those to which they have been held invalid or unenforceable, shall remain in full force and effect.

5.6. It is the mutual intention of the parties to have any dispute concerning this Agreement resolved out of court. Accordingly, the parties agree that any such dispute shall, as the sole and exclusive remedy, be submitted for resolution through the Halliburton Dispute Resolution Plan; provided, however, that the Employer, on its own behalf and on behalf of any of the Halliburton Entities, shall be entitled to seek a restraining order or injunction in any court of competent jurisdiction to prevent any breach or the continuation of any breach of the provisions of Article 4 and Employee hereby consents that such restraining order or injunction may be granted without the necessity of the Employer posting any bond. The parties agree that the resolution of any such dispute through such Plan shall be final and binding.

5.7. This Agreement shall be binding upon and inure to the benefit of Employer, to the extent herein provided, and any other person, association, or entity which may hereafter acquire or succeed to all or substantially all of the business or assets of Employer by any means whether direct or indirect, by purchase, merger, consolidation, or otherwise. Employee's rights and obligations under this Agreement are personal and such rights, benefits, and obligations of Employee shall not be voluntarily or involuntarily assigned, alienated, or transferred, whether by operation of law or otherwise, without the prior written consent of Employer, other than in the case of death or incompetence of Employee.

5.8. This Agreement replaces and merges any previous agreements and discussions pertaining to the subject matter covered herein. This Agreement constitutes the entire agreement of the parties with regard to the terms of Employee's employment, termination of employment and severance benefits, and contains all of the covenants, promises, representations, warranties, and agreements between the parties with respect to such matters. Each party to this Agreement acknowledges that no representation, inducement, promise, or agreement, oral or written, has been made by either party with respect to the foregoing matters which is not embodied herein, and that no agreement, statement, or promise relating to the employment of Employee by Employer that is not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by each party whose rights hereunder are affected thereby, provided that any such modification must be authorized or approved by the Compensation Committee or its delegate, as appropriate.

IN WITNESS WHEREOF, Employer and Employee have duly executed this Agreement in multiple originals to be effective on the Effective Date.

HALLIBURTON COMPANY

By: /s/ David J. Lesar

Name: David J. Lesar
Title: Chairman of the Board, President and Chief Executive Officer

EMPLOYEE

/s/ Weldon J. Mire

Weldon J. Mire

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 21st day of May, 2002.

/s/ Robert L. Crandall

Robert L. Crandall

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 24th day of May, 2002.

/s/ Kenneth T. Derr

Kenneth T. Derr

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 24th day of May, 2002.

/s/ Charles J. DiBona

Charles J. DiBona

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 2nd day of May, 2002.

/s/ Lawrence S. Eagleburger

Lawrence S. Eagleburger

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 23rd day of May, 2002.

/s/ W. R. Howell

W. R. Howell

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 28th day of May, 2002.

/s/ Ray L. Hunt

Ray L. Hunt

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 23rd day of May, 2002.

/s/ David J. Lesar

David J. Lesar

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 20th day of May, 2002.

/s/ Aylwin B. Lewis

Aylwin B. Lewis

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 21st day of May, 2002.

/s/ J. Landis Martin

J. Landis Martin

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 22nd day of May, 2002.

/s/ Jay A. Precourt

Jay A. Precourt

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 28th day of May, 2002.

/s/ Debra L. Reed

Debra L. Reed

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 22nd day of May, 2002.

/s/ C. J. Silas

C. J. Silas

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 23rd day of May, 2002.

/s/ Jerry H. Blurton

Jerry H. Blurton

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 21st day of May, 2002.

/s/ Lester L. Coleman

Lester L. Coleman

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 22nd day of May, 2002.

/s/ Albert O. Cornelison

Albert O. Cornelison

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 23rd day of May, 2002.

/s/ Douglas L. Foshee

Douglas L. Foshee

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 3rd day of June, 2002.

/s/ Robert R. Harl

Robert R. Harl

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 21st day of May, 2002.

/s/ Arthur D. Huffman

Arthur D. Huffman

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 22nd day of May, 2002.

/s/ Weldon J.Mire

Weldon J.Mire

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 21st day of May, 2002.

/s/ R. Charles Muchmore, Jr.

R. Charles Muchmore, Jr.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 24th day of May, 2002.

/s/ Edgar Ortiz

Edgar Ortiz

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby constitute and appoint Susan S. Keith, Margaret E. Carriere and Bruce A. Metzinger, or any of them acting alone, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to prepare and sign for me, and in my name, place and stead, in any and all capacities, any and all reports as may from time to time be required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and the rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done (with full power to each of them to act alone), as fully and to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall remain in full force and effect until revoked by me in writing.

IN WITNESS WHEREOF, I hereto set my hand this 21st day of May, 2002.

/s/ David R. Smith

David R. Smith