UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

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

Date of Report (date of earliest event reported): September 9, 2008

HALLIBURTON COMPANY

(Exact Name of Registrant as Specified in Its Charter)

Delaware	
(State or Other Jurisdiction of Incorporation)	
1-3492	**No. 75-2677995**
(Commission File Number)	**(IRS Employer Identification No.)**
1401 McKinney, Suite 2400, Houston, Texas	**77010**
(Address of Principal Executive Offices)	**(Zip Code)**

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

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

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

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

Item 1.01 Entry into a Material Definitive Agreement.

On September 9, 2008, Halliburton Company (the "Company") entered into an Underwriting Agreement (the "Underwriting Agreement"), with Citigroup Global Markets Inc., Greenwich Capital Markets, Inc. and HSBC Securities (USA) Inc., as representatives of the several underwriters named therein (the "Underwriters"), in connection with the offer and sale of $400,000,000 aggregate principal amount of the Company's 5.90% Senior Notes due 2018 (the "2018 Notes") and $800,000,000 aggregate principal amount of the Company's 6.70% Senior Notes due 2038 (the "2038 Notes" and, together with the 2018 Notes, the "Notes"). A copy of the Underwriting Agreement is attached as an exhibit to this filing and incorporated by reference herein. The description of the Underwriting Agreement is qualified in its entirety by the provisions of the Underwriting Agreement.

The Notes will be issued under an Indenture, dated as of October 17, 2003 (the "Base Indenture"), as supplemented with respect to the Notes by the Fourth Supplemental Indenture (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), dated as of September 12, 2008, between the Company and The Bank of New York Mellon Trust Company, N.A., as successor trustee to JPMorgan Chase Bank. The Base Indenture is incorporated by reference herein. A copy of the Supplemental Indenture is attached as an exhibit to this filing and incorporated by reference herein.

The Company will pay interest on the Notes of each series on March 15 and September 15 of each year, beginning on March 15, 2009. The 2018 Notes will mature on September 15, 2018, and the 2038 Notes will mature on September 15, 2038. The Company may redeem some of the Notes of each series from time to time or all of the Notes of each series at any time at the redemption prices, plus accrued and unpaid interest, as set forth in the Supplemental Indenture. The Notes are the Company's general, senior unsecured indebtedness and rank equally with all of the Company's existing and future senior unsecured indebtedness. The Notes will effectively rank junior to any future secured indebtedness of the Company, to the extent of the value of the collateral securing such indebtedness, unless and to the extent the Notes are entitled to be equally and ratably secured.

The offering of the Notes is being made pursuant to a registration statement on Form S-3 (No. 333-149368) of the Company (the "Registration Statement"). The Registration Statement was automatically effective upon acceptance by the Securities and Exchange Commission (the "SEC") on February 25, 2008. Certain terms of the Notes and the Indenture are further described in the prospectus dated February 22, 2008, together with the prospectus supplement dated September 9, 2008 filed with the SEC on September 10, 2008 pursuant to Rule 424(b)(2) under the Securities Act of 1933, which description is incorporated by reference herein. The description of the Notes is qualified in its entirety by the provisions of the Notes and the Indenture.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement.

The information provided under Item 1.01 in this Current Report on Form 8-K regarding the Indenture and the Supplemental Indenture is incorporated by reference into this Item 2.03.

Item 8.01 Other Events.

In connection with the offering of the Notes, the Company is filing certain exhibits as part of this Current Report on Form 8-K that are to be incorporated by reference in their entirety into the Company's Registration Statement.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

1.1 Underwriting Agreement, dated September 9, 2008, among the Company and Citigroup Global Markets Inc., Greenwich Capital Markets, Inc. and HSBC Securities (USA) Inc., as representatives of the several underwriters identified therein.

4.1* Indenture, dated as of October 17, 2003, between the Company and The Bank of New York Mellon Trust Company, N.A., as successor trustee to JPMorgan Chase Bank (incorporated by reference to Exhibit 4.1 to the Company's Form 10-Q for the quarter ended September 30, 2003, File No. 001-03492).

4.2 Fourth Supplemental Indenture, dated as of September 12, 2008, between the Company and The Bank of New York Mellon Trust Company, N.A., as successor trustee to JPMorgan Chase Bank.

4.3 Form of Global Note for the Company's 5.90% Senior Notes due 2018 (included as part of Exhibit 4.2).

4.4 Form of Global Note for the Company's 6.70% Senior Notes due 2038 (included as part of Exhibit 4.2).

5.1 Opinion of Baker Botts L.L.P.

23.1 Consent of Baker Botts L.L.P. (included as part of Exhibit 5.1).

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* Incorporated by reference.

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SIGNATURES

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

HALLIBURTON COMPANY

Date: September 12, 2008

By: /s/ Bruce A. Metzinger
Bruce A. Metzinger
Assistant Secretary

EXHIBIT INDEX

Exhibit Number	Description
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* Incorporated by reference.

Exhibit 1.1

Execution Version

Halliburton Company

5.90% Senior Notes due 2018

6.70% Senior Notes due 2038

Underwriting Agreement

New York, New York
September 9, 2008

To the Representatives named in
Schedule I hereto of the several
Underwriters named in
Schedule II hereto

Ladies and Gentlemen:

Halliburton Company, a corporation organized under the laws of Delaware (the "Company"), proposes to sell to the several underwriters named in Schedule II hereto (the "Underwriters"), for whom you (the "Representatives") are acting as representatives, the principal amount of its securities identified in Schedule I hereto (the "Securities"), to be issued under the indenture (the "Base Indenture"), dated as of October 17, 2003, between the Company and The Bank of New York Mellon Trust Company, N.A. (as successor to JPMorgan Chase Bank), as trustee (the "Trustee"), as supplemented by a supplemental indenture (the "Supplemental Indenture"), to be dated September 12, 2008 between the Company and the Trustee. In this Agreement, the Base Indenture, as supplemented by the Supplemental Indenture, is referred to as the "Indenture." To the extent there are no additional Underwriters listed on Schedule I other than you, the term Representatives as used herein shall mean you, as Underwriters, and the terms Representatives and Underwriters shall mean either the singular or plural as the context requires. Any reference herein to the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Final Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus or the Final Prospectus, as the case may be; and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Final Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus or the Final Prospectus, as the case may be, deemed to be incorporated therein by reference. Certain terms used herein are defined in Section 20 hereof.

1. Representations and Warranties. The Company represents and warrants to, and agrees with, each Underwriter as set forth below in this Section 1.

(a) The Company meets the requirements for use of Form S-3 under the Act and has prepared and filed with the Commission an automatic shelf registration statement, as defined in Rule 405 (the file number of which is set forth in Schedule I

hereto) on Form S-3, including a related Base Prospectus, for registration under the Act of the offering and sale of the Securities. Such Registration Statement, including any amendments thereto filed prior to the Execution Time, became effective upon filing. The Company may have filed with the Commission, as part of an amendment to the Registration Statement or pursuant to Rule 424(b), one or more preliminary prospectus supplements relating to the Securities, each of which has previously been furnished to you. The Company will file with the Commission a final prospectus supplement relating to the Securities in accordance with Rule 424(b). As filed, such final prospectus supplement shall contain all information required by the Act and the rules thereunder, and, except to the extent the Representatives shall agree in writing to a modification, shall be in all substantive respects in the form furnished to you prior to the Execution Time or, to the extent not completed at the Execution Time, shall contain only such specific additional information and other changes (beyond that contained in the Base Prospectus and any Preliminary Prospectus) as the Company has advised you, prior to the Execution Time, will be included or made therein. The Registration Statement, at the Execution Time, meets the requirements set forth in Rule 415(a)(1)(x).

(b) On each Effective Date, the Registration Statement did, and when the Final Prospectus is first filed in accordance with Rule 424(b) and on the Closing Date (as defined herein), the Final Prospectus (and any supplement thereto) will, comply in all material respects with the applicable requirements of the Act, the Exchange Act and the Trust Indenture Act and the respective rules thereunder; on each Effective Date and at the Execution Time, the Registration Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; on the Effective Date and on the Closing Date, the Indenture did or will comply in all material respects with the applicable requirements of the Trust Indenture Act and the rules thereunder; and on the date of any filing pursuant to Rule 424(b) and on the Closing Date, the Final Prospectus (together with any supplement thereto) will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representations or warranties as to (i) that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification (Form T-1) under the Trust Indenture Act of the Trustee or (ii) the information contained in or omitted from the Registration Statement or the Final Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion in the Registration Statement or the Final Prospectus (or any supplement thereto), it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8 hereof.

(c) (i) The Disclosure Package and (ii) each electronic road show, when taken together as a whole with the Disclosure Package, does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from

the Disclosure Package based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8 hereof.

(d) (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Sections 13 or 15(d) of the Exchange Act or form of prospectus), (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c)) made any offer relating to the Securities in reliance on the exemption in Rule 163, and (iv) at the Execution Time (with such date being used as the determination date for purposes of this clause (iv)), the Company was or is (as the case may be) a "well-known seasoned issuer" as defined in Rule 405. The Company agrees to pay the fees required by the Commission relating to the Securities within the time required by Rule 456(b)(1) without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r).

(e) (i) At the earliest time after the filing of the Registration Statement that the Company or another offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2)) of the Securities and (ii) as of the Execution Time (with such date being used as the determination date for purposes of this clause (ii)), the Company was not and is not an Ineligible Issuer (as defined in Rule 405), without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Company be considered an Ineligible Issuer.

(f) Each Issuer Free Writing Prospectus and the final term sheet prepared and filed pursuant to Section 5(b) hereto does not include any information that conflicts with the information contained in the Registration Statement, including any document incorporated therein by reference and any prospectus supplement deemed to be a part thereof that has not been superseded or modified. The foregoing sentence does not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8 hereof.

(g) The documents incorporated by reference in the Disclosure Package and the Final Prospectus, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and any further documents so filed and incorporated by reference in the Disclosure Package and the Final Prospectus or any further amendment or supplement thereto, when such documents become effective or are filed with the

Commission, as the case may be, will conform in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein.

(h) The Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware, with corporate power and authority to own its properties and conduct its business as described in the Disclosure Package and Final Prospectus and the Company is duly qualified to do business as a foreign corporation, and is in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where any such failure to be so qualified or in good standing in such other jurisdictions would not, individually or in the aggregate, have a Material Adverse Effect (as defined below).

(i) Each Material Subsidiary (as defined below) has been duly formed or incorporated and is existing in good standing as a corporation, limited liability company or limited partnership, as applicable, under the laws of the jurisdiction of its incorporation or formation, with corporate, limited liability company or limited partnership power and authority to own its properties and conduct its business as described in the Disclosure Package and the Final Prospectus; and each Material Subsidiary is duly qualified to do business in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where any such failure to be so qualified or in good standing in such other jurisdictions would not, individually or in the aggregate, have a material adverse effect on the financial condition, business or results of operations of the Company and its subsidiaries taken as a whole ("Material Adverse Effect"); all of the issued and outstanding capital stock of the Material Subsidiaries have been duly authorized and validly issued and is fully paid and nonassessable; and the capital stock of each Material Subsidiary is, directly or indirectly, owned free from liens, encumbrances and defects. The Company represents that Annex A hereto furnished by the Company lists all material subsidiaries of the Company (each such subsidiary, a "Material Subsidiary").

(j) The financial statements of the Company incorporated by reference in the Disclosure Package and the Final Prospectus present fairly the financial position of the Company and its consolidated subsidiaries as of the dates shown and their results of operations and cash flows for the periods shown, and such financial statements comply in all material respects with the applicable requirements of the Act and have been prepared in conformity with the generally accepted accounting principles in the United States applied on a consistent basis; and the schedules incorporated by reference in the Disclosure Package and the Final Prospectus present fairly the information required to be stated therein.

(k) The Company has an authorized capitalization, as set forth in the Disclosure Package and the Final Prospectus under “Capitalization”; all of the issued and outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable.

(l) The Company has duly taken all necessary corporate action to authorize the offering and sale of the Securities and the transactions contemplated by this Agreement; and this Agreement has been duly authorized, executed and delivered by the Company.

(m) The Securities have been duly authorized by the Company and, when issued and delivered to and paid for by the Underwriters in accordance with this Agreement, will have been duly executed, authenticated, issued and delivered and will constitute valid, enforceable and legally binding obligations of the Company entitled to the benefits provided by the Indenture, subject, as to enforcement, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general applicability relating to or affecting creditors’ rights and to general equity principles.

(n) The Indenture has been duly authorized, and when executed and delivered by the Company and assuming due authorization, execution and delivery by the Trustee, constitutes a valid and legally binding instrument, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general applicability relating to or affecting creditors’ rights and to general equity principles.

(o) The execution, delivery and performance of this Agreement by the Company, the issue and sale of the Securities and the compliance by the Company with all of the provisions of this Agreement will not result in a breach or violation of any of the terms and provisions of, or constitute a default under, (i) any statute, any rule, regulation or order of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its subsidiaries or any of its or their properties, (ii) any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any such subsidiary is a party or by which the Company or any such subsidiary is bound or to which any of the properties of the Company or any such subsidiary is subject, or (iii) the Restated Certificate of Incorporation or By-laws of the Company, each as amended to date, except, in the case of clauses (i) and (ii), where any such breach, violation or default would not, individually or in the aggregate, have a Material Adverse Effect.

(p) No consent, approval, authorization, or order of, or registration or qualification or filing with, any governmental agency or body or any court is required for the execution and delivery by the Company of this Agreement, the issue and sale of the Securities or the consummation by the Company of the transactions contemplated by this Agreement, except (i) such as have been obtained under the Act and the Trust Indenture Act and (ii) such as may be required under state or foreign takeover statutes and securities or “blue sky” laws in connection with the purchase and distribution of the

Securities by the Underwriters in the manner contemplated herein and in the Disclosure Package and the Final Prospectus.

(q) Neither the Company nor any Material Subsidiary is in violation or default of (i) its Certificate of Incorporation or By-laws (or equivalent documents), as amended to date, or (ii) any material obligation, agreement, covenant or condition contained in any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement, instrument or other agreement to which it is a party or bound or to which its property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or such subsidiary or any of its properties, as applicable, except in the case of clauses (ii) or (iii), for any such breach or violation which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(r) The statements set forth in the Disclosure Package and the Final Prospectus under the caption "Description of Notes," insofar as they purport to constitute a summary of the terms of the Securities, and under the caption "Underwriting" (except for the seventh and eighth paragraphs related to stabilization and syndicate covering transactions), insofar as they purport to describe the provisions of the laws and documents referred to therein, constitute accurate and fair summaries of the matters described therein in all material respects.

(s) The Securities and the Indenture will conform in all material respects to the descriptions thereof in the Disclosure Package and the Final Prospectus.

(t) The statements set forth in the Disclosure Package and the Final Prospectus under the caption "U.S. Federal Income Tax Consequences," insofar as they purport to constitute summaries of matters of United States federal income tax law and regulations or legal conclusions with respect thereto, constitute accurate summaries of the matters described therein in all material respects.

(u) Except as disclosed in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto), each of the Company and its subsidiaries (i) is in compliance with, and is not subject to costs or liabilities under, any and all foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants applicable to it or its business or operations or ownership or use of its property ("Environmental Laws"), and (ii) has not received notice of any actual or potential cost or liability or other impacts arising out of any Environmental Laws, any proposed changes thereto, or any hazardous or toxic substances or wastes, pollutants or contaminants and is not aware of any basis for any such liability or other impacts, except, in the case of clauses (i) and (ii), where such non-compliance, costs or liabilities or other impacts would not, individually or in the aggregate, have a Material Adverse Effect.

(v) There is and has been no failure on the part of the Company and any of the Company's directors or officers, in their capacities as such, to comply with any provision

of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act"), including Section 402 relating to loans and Sections 302 and 906 relating to certifications, except where any such failure to comply would not, individually or in the aggregate, have a Material Adverse Effect.

(w) The Company is not and, after giving effect to the offering and sale of the Securities and the application of proceeds thereof as described in the Disclosure Package and the Final Prospectus, will not be an "investment company" or an entity "controlled" by an "investment company" as such terms are defined under the Investment Company Act of 1940, as amended (the "Investment Company Act").

(x) The Company and its subsidiaries possess adequate certificates, authorities or permits issued by appropriate governmental agencies or bodies necessary to conduct the business now operated by them, except where the lack thereof would not, individually or in the aggregate, have a Material Adverse Effect, and have not received any notice of proceedings relating to the revocation or modification of any such certificate, authority or permit that, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a Material Adverse Effect.

(y) Except as disclosed in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto), there are no pending or, to the Company's knowledge, threatened or contemplated actions, suits or proceedings by or before any court or governmental agency, authority or body or any arbitrator against or affecting the Company or any of its subsidiaries or any of their respective properties that, if determined adversely to the Company (including as a result of the Company's obligations under the Master Separation Agreement, dated as of November 20, 2006 (the "Master Separation Agreement"), between the Company and KBR, Inc.), would individually or in the aggregate have a Material Adverse Effect, or would materially and adversely affect the ability of the Company to perform its obligations under this Agreement, or the consummation of the transactions contemplated thereby.

(z) Except as disclosed in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto), to the knowledge of the Company (i) none of the Company, any of its subsidiaries or any of their respective majority owned or otherwise controlled joint ventures, or any director, officer, agent or employee of the Company, any of its subsidiaries or any of their respective majority owned or otherwise controlled joint ventures (who, with respect to such joint ventures, is also an employee of the Company) is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA, (ii) the Company, its subsidiaries and their respective majority owned or otherwise controlled joint ventures, and the directors, officers, agents and employees of

the Company, its subsidiaries and their respective majority owned or otherwise controlled joint ventures (who, with respect to such joint ventures, is also an employee of the Company) have conducted their businesses in compliance with the FCPA and (iii) the Company, its subsidiaries and their respective majority owned or otherwise controlled joint ventures, and the directors, officers, agents and employees of the Company, its subsidiaries and their respective majority owned or otherwise controlled joint ventures (who, with respect to such joint ventures, is also an employee of the Company) have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith, except, in the case of clauses (i) and (ii), where any such violation or noncompliance would not, individually or in the aggregate, have a Material Adverse Effect.

(aa) To the knowledge of the Company, none of the Company, any of its subsidiaries or any of their respective majority owned or otherwise controlled joint ventures, or any director, officer, agent or employee of the Company, any of its subsidiaries or any of their respective majority owned or otherwise controlled joint ventures (who, with respect to such joint ventures, is also an employee of the Company) is currently subject to any penalty, charging or warning letter, settlement agreement or order relating to any U.S. sanctions administered by or on behalf of the Office of Foreign Assets Control of the U.S. Treasury Department.

(bb) None of the transactions contemplated by this Agreement (including, without limitation, the use of the proceeds from the sale of the Securities) will violate or result in a violation of Section 7 of the Exchange Act, or any regulation promulgated thereunder, including, without limitation, Regulations T, U, and X of the Board of Governors of the Federal Reserve System.

(cc) Neither the Company nor any of its affiliates has taken any action which is designed to or which has constituted or which might have been expected to cause or result in stabilization or manipulation of the price of any security of the Company in connection with the offering of the Securities.

(dd) Except as disclosed in the Registration Statement, the Disclosure Package and the Final Prospectus, the Company (i) does not have any material lending or other relationship with any bank or lending affiliate of Citigroup Global Markets Inc., Greenwich Capital Markets, Inc. or HSBC Securities (USA) Inc. and (ii) does not intend to use any of the proceeds from the sale of the Securities hereunder to repay any outstanding debt owed to any affiliate of Citigroup Global Markets Inc., Greenwich Capital Markets, Inc. or HSBC Securities (USA) Inc.

(ee) The Company maintains an effective system of “disclosure controls and procedures” (as defined in Rule 13a-15(e) of the Exchange Act) that is designed to ensure that information required to be disclosed by the Company, including in reports that it files or submits under the Exchange Act, is recorded, processed, summarized and reported within the time periods specified in the Commission’s rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company’s management as appropriate to allow timely decisions

regarding required disclosure; and the Company has carried out evaluations of the effectiveness of its disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act.

(ff) The Company makes and keeps accurate books and records and maintains a system of internal controls over financial reporting sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as disclosed in the Registration Statement, the Disclosure Package and the Final Prospectus, the Company is not aware of any material weakness in its internal controls over financial reporting.

(gg) KPMG LLP, which has certified the financial statements and supporting schedules of the Company and its subsidiaries incorporated by reference in the Disclosure Package and the Final Prospectus, is an independent registered public accounting firm as required by the Act and the rules and regulations of the Commission thereunder

Any certificate signed by any officer of the Company and delivered to the Representatives or counsel for the Underwriters in connection with the offering of the Securities shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each Underwriter.

2. Purchase and Sale. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company, at the purchase price set forth in Schedule I hereto the principal amount of the Securities set forth opposite such Underwriter's name in Schedule II hereto.

3. Delivery and Payment. Delivery of and payment for the Securities shall be made on the date and at the time specified in Schedule I hereto or at such time on such later date not more than three Business Days after the foregoing date as the Representatives shall designate, which date and time may be postponed by agreement between the Representatives and the Company or as provided in Section 9 hereof (such date and time of delivery and payment for the Securities being herein called the "Closing Date"). Delivery of the Securities shall be made to the Representatives for the respective accounts of the several Underwriters against payment by the several Underwriters through the Representatives of the purchase price thereof to or upon the order of the Company by wire transfer payable in same-day funds to an account specified by the Company. Delivery of the Securities shall be made through the facilities of The Depository Trust Company unless the Representatives shall otherwise instruct. Certificates for the Securities shall be registered in such names and in such denominations as Citigroup Global Markets Inc. may request not less than two Business Days in advance of the Closing Date.

The Company agrees to have the Securities available for inspection, checking and packaging by the Representative in New York, New York, not later than 1:00 PM on the Business Day prior to the Closing Date.

4. Offering by Underwriters. It is understood that the several Underwriters propose to offer the Securities for sale to the public as set forth in the Final Prospectus.

5. Agreements. The Company agrees with the several Underwriters that:

(a) Prior to the termination of the offering of the Securities, the Company will not file any amendment of the Registration Statement or supplement (including the Final Prospectus or any Preliminary Prospectus) to the Base Prospectus unless the Company has furnished you a copy for your review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object. The Company will cause the Final Prospectus, properly completed, and any supplement thereto to be filed in a form approved by the Representatives with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed and will provide evidence satisfactory to the Representatives of such timely filing. The Company will promptly advise the Representatives (i) when the Final Prospectus, and any supplement thereto, shall have been filed (if required) with the Commission pursuant to Rule 424(b), (ii) when, prior to termination of the offering of the Securities, any amendment to the Registration Statement shall have been filed or become effective, (iii) of any request by the Commission or its staff for any amendment of the Registration Statement, or any Rule 462(b) Registration Statement, or for any supplement to the Final Prospectus or for any additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any notice objecting to its use or the institution or threatening of any proceeding for that purpose and (v) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the institution or threatening of any proceeding for such purpose. The Company will file promptly all reports and any definitive proxy statement or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Final Prospectus and for as long as the delivery of a prospectus is required in connection with the offering or sale of the Securities. The Company will use its commercially reasonable best efforts to prevent the issuance of any such stop order or the occurrence of any such suspension or objection to the use of the Registration Statement and, upon such issuance, occurrence or notice of objection, to obtain as soon as possible the withdrawal of such stop order or relief from such occurrence or objection, including, if necessary, by filing an amendment to the Registration Statement or a new registration statement and using its commercially reasonable best efforts to have such amendment or new registration statement declared effective as soon as practicable.

(b) To prepare a final term sheet, containing solely a description of final terms of the Securities and the offering thereof, in the form approved by you and attached as Schedule IV hereto and to file such term sheet pursuant to Rule 433(d) within the time required by such Rule.

(c) If, at any time prior to the filing of the Final Prospectus pursuant to Rule 424(b), any event occurs as a result of which the Disclosure Package would include any untrue

statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made or the circumstances then prevailing not misleading, the Company will (i) notify promptly the Representatives so that any use of the Disclosure Package may cease until it is amended or supplemented; (ii) amend or supplement the Disclosure Package to correct such statement or omission; and (iii) supply any amendment or supplement to you in such quantities as you may reasonably request.

(d) If, at any time when a prospectus relating to the Securities is required to be delivered under the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), any event occurs as a result of which the Final Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made at such time not misleading, or if it shall be necessary to amend the Registration Statement, file a new registration statement or supplement the Final Prospectus or file under the Exchange Act any document incorporated by reference in the Final Prospectus in order to comply with the Act or the Exchange Act or the respective rules thereunder, including in connection with use or delivery of the Final Prospectus, the Company promptly will (i) notify the Representatives of any such event, (ii) prepare and file with the Commission, subject to the second sentence of paragraph (a) of this Section 5, an amendment or supplement or new registration statement which will correct such statement or omission or effect such compliance, (iii) use its best efforts to have any amendment to the Registration Statement or new registration statement declared effective as soon as practicable in order to avoid any disruption in use of the Final Prospectus and (iv) supply any supplemented Final Prospectus to you in such quantities as you may reasonably request.

(e) As soon as practicable, the Company will make generally available to its security holders and to the Representatives an earnings statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158.

(f) The Company will furnish to the Representatives and counsel for the Underwriters, without charge, signed copies of the Registration Statement (including exhibits thereto) and to each other Underwriter a copy of the Registration Statement (without exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), as many copies of each Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus and any supplement thereto as the Representatives may reasonably request. The Company will pay the expenses of printing or other production of all documents relating to the offering.

(g) The Company will arrange, if necessary, for the qualification of the Securities for sale under the laws of such jurisdictions as the Representatives may designate and will maintain such qualifications in effect so long as required for the distribution of the Securities; provided that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Securities, in any jurisdiction where it is not now so subject.

(h) The Company agrees that, unless it has or shall have obtained the prior written consent of the Representatives, and each Underwriter, severally and not jointly, agrees with the Company that, unless it has or shall have obtained, as the case may be, the prior written consent of the Company, it has not made and will not make any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "free writing prospectus" (as defined in Rule 405) required to be filed by the Company with the Commission or retained by the Company under Rule 433, other than a free writing prospectus containing the information contained in the final term sheet prepared and filed pursuant to Section 5(b) hereto; provided that the prior written consent of the parties hereto shall be deemed to have been given in respect of the Free Writing Prospectuses included in Schedule III hereto and any electronic road show. Any such free writing prospectus consented to by the Representatives or the Company is hereinafter referred to as a "Permitted Free Writing Prospectus." The Company agrees that (x) it has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus and (y) it has complied and will comply, as the case may be, with the requirements of Rules 164 and 433 applicable to any Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(i) The Company will not, without the prior written consent of Citigroup Global Markets Inc., HSBC Securities (USA) Inc. and Greenwich Capital Markets, Inc. offer, sell, contract to sell, pledge, or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Company or any affiliate of the Company or any person in privity with the Company or any affiliate of the Company), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, any debt securities issued or guaranteed by the Company (other than the Securities) or publicly announce an intention to effect any such transaction, until the Business Day set forth on Schedule I hereto.

(j) The Company will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(k) The Company agrees to pay the costs and expenses relating to the following matters: (i) the preparation, printing or reproduction and filing with the Commission of the Registration Statement (including financial statements and exhibits thereto), each Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus, and each amendment or supplement to any of them; (ii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Registration Statement, each Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus, and all amendments or supplements to any of them, as may, in each case, be reasonably requested for use in connection with the offering and sale of the Securities; (iii) the preparation, printing, authentication, issuance and delivery of certificates for the Securities, including any stamp or transfer taxes in connection with the original issuance and sale

of the Securities; (iv) the printing (or reproduction) and delivery of this Agreement, any agreement among the Underwriters, any blue sky memorandum, closing documents (and any compilations thereof) and all other agreements or documents printed (or reproduced) and delivered in connection with the offering, purchase, sale and delivery of the Securities; (v) any registration or qualification of the Securities for offer and sale under the securities or blue sky laws of the several states (including filing fees and the fees and expenses of counsel for the Underwriters relating to such registration and qualification); (vi) any filings required to be made with the Financial Industry Regulatory Authority, Inc. (including filing fees and the fees and expenses of counsel for the Underwriters relating to such filings); (vii) the transportation and other expenses incurred by or on behalf of Company representatives in connection with presentations to prospective purchasers of the Securities, including road show expenses; (viii) the fees and expenses of the Company's accountants and the fees and expenses of counsel (including local and special counsel) for the Company; (ix) any fees charged by securities rating services for rating the Securities; (x) the fees and expenses of the Trustee and any agent of the Trustee and the fees and disbursements of counsel for the Trustee in connection with the Indenture and the Securities; and (xi) all other costs and expenses incident to the performance by the Company of its obligations hereunder. It is understood, however, that, except as provided in this Section, and Sections 7 and 8 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, transfer taxes on resale of any of the Securities by them, and any advertising expenses connected with any offers they may make.

6. Conditions to the Obligations of the Underwriters. The obligations of the Underwriters to purchase the Securities shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein as of the Execution Time and the Closing Date, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) The Final Prospectus, and any supplement thereto, have been filed in the manner and within the time period required by Rule 424(b); the final term sheet contemplated by Section 5(b) hereto, and any other material required to be filed by the Company pursuant to Rule 433(d) under the Act, shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; and no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use shall have been issued and no proceedings for that purpose shall have been instituted or threatened.

(b) The Company shall have requested and caused Baker Botts L.L.P., counsel for the Company, to have furnished to the Representatives their opinion, dated the Closing Date and addressed to the Underwriters, to the effect that:

(i) The Registration Statement has become effective under the Act; to the knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use has been issued, no proceedings for that purpose have been instituted or threatened, and the Registration Statement and the Final Prospectus (other than the financial statements and other financial and statistical information contained therein, as to

which such counsel need express no opinion) comply as to form in all material respects with the applicable requirements of the Act and the rules and regulations thereunder;

(ii) The Company is a corporation duly incorporated and validly existing in good standing under the laws of the State of Delaware, with corporate power and authority to own its properties and conduct its business as described in the Disclosure Package and the Final Prospectus; and the Company has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of the State of Texas (such counsel being entitled to rely in respect of the opinion in this clause upon certificates of officers of the Company and public officials, provided that such counsel shall state that they believe that both the Underwriters and they are justified in relying upon such certificates);

(iii) The Company has authorized capital stock as set forth in the Disclosure Package and the Final Prospectus under the caption "Capitalization";

(iv) The Indenture has been duly authorized, executed and delivered, has been duly qualified under the Trust Indenture Act, and, assuming the due authorization, execution and delivery by the Trustee, constitutes a legal, valid and binding instrument enforceable against the Company in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, and other laws of general applicability relating to or affecting creditors' rights and to general equity principles;

(v) The Securities have been duly authorized, executed, authenticated, issued and delivered and constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights and to general equity principles;

(vi) The Securities and the Indenture, when executed and delivered by the Company, will conform to the descriptions thereof in the Disclosure Package and the Final Prospectus in all material respects;

(vii) The Securities have been duly authorized and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters pursuant to this Agreement, will constitute legal, valid and binding obligations of the Company entitled to the benefits of the Indenture;

(viii) To such counsel's knowledge and other than as disclosed in the Registration Statement, the Disclosure Package and the Final Prospectus, (a) there are no legal or governmental proceedings pending by or before any court or governmental agency, authority or body to which the Company or any Material

Subsidiary is a party or of which any property of the Company or any of the Material Subsidiaries is subject that is required to be described in each of the Registration Statement or the Preliminary Prospectus and the Final Prospectus that is not so described and (b) there are no legal or governmental proceedings pending or threatened by governmental authorities or others against the Company or any of its subsidiaries or with respect to which the Company would have indemnification obligations under the Master Separation Agreement under any United States antitrust laws, or under the FCPA or analogous applicable foreign statutes and regulations, in either case of the nature described under the caption "Risk Factors—Foreign Corrupt Practices Act Investigations" of the Company's annual report on Form 10-K for the fiscal year ended December 31, 2007 and the Company's quarterly reports on Form 10-Q for the quarters ended March 31, 2008 and June 30, 2008 and as described in the Company's current report on Form 8-K filed on September 8, 2008, which, if determined adversely, would individually or in the aggregate have an Material Adverse Effect;

(ix) This Agreement has been duly authorized, executed and delivered by the Company;

(x) Although the discussion set forth in the Preliminary Prospectus and the Final Prospectus under the caption "Material United States Federal Income Tax Consequences," does not purport to discuss all possible United States federal income tax consequences of the purchase, ownership and disposition of the Securities, in such counsel's opinion, such discussion constitutes in all material respects, a fair and accurate summary of the United States federal income tax consequences of the purchase, ownership and disposition of the Securities by the holders addressed therein based upon current law and subject to the qualifications set forth therein;

(xi) The Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Disclosure Package and the Final Prospectus, will not be an "investment company" as defined in the Investment Company Act of 1940, as amended; and

(xii) No consent, approval, authorization, or order of, or registration or qualification or filing with, any governmental agency or body or any court is required for the execution and delivery by the Company of this Agreement, the issue and sale of the Securities or the consummation by the Company of the transactions contemplated by this Agreement, except (i) such as have been obtained under the Act and the Trust Indenture Act and (ii) such as may be required under state or foreign takeover statutes and securities or "blue sky" laws in connection with the purchase and distribution of the Securities by the Underwriters in the manner contemplated herein and in the Disclosure Package and the Final Prospectus.

Such counsel shall also include, in a separate paragraph of its opinion, statements to the following effect: such counsel has participated in conferences with officers and

other representatives of the Company, and representatives of KPMG LLP, at which the contents of the Disclosure Package, the Registration Statement and the Final Prospectus and related matters were discussed, and, although such counsel did not independently verify such information, and is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Disclosure Package, the Registration Statement and the Final Prospectus (except to the extent stated in clauses (iii), (vi) and (x) above), on the basis of the foregoing, no facts have come to such counsel's attention that lead them to believe that (i) on the Effective Date, the Registration Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading; (ii) the Final Prospectus, as of its date and on the Closing Date, included or includes any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (in each case, other than the financial statements, the notes thereto and the auditor's report thereon and other financial information contained therein or omitted therefrom, as to which such counsel need express no opinion); or (iii) the Disclosure Package, as amended or supplemented at the Execution Time, contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (other than the financial statements, the notes thereto and the auditor's report thereon and other financial information contained therein or omitted therefrom, as to which such counsel need express no opinion).

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws of any jurisdiction other than the State of Delaware or the Federal laws of the United States, to the extent they deem proper and specified in such opinion, upon the opinion of other counsel of good standing whom they believe to be reliable and who are satisfactory to counsel for the Underwriters and (B) as to matters of fact, to the extent they deem proper, on certificates of responsible officers of the Company and public officials. References to the Final Prospectus in this paragraph (b) shall also include any supplements thereto at the Closing Date.

(c) Bruce A. Metzinger, Assistant Secretary and Assistant General Counsel of the Company, shall have furnished to the Representatives a written opinion, dated the Closing Date and addressed to the Underwriters, to the effect that:

(i) Each Material Subsidiary has been duly formed and is validly existing and in good standing under the laws of the jurisdiction of its formation, and each of the Company and each Material Subsidiary has been duly qualified to do business and is in good standing under the laws of each jurisdiction in which it owns or leases properties, or conducts any business, so as to require such qualification, other than where the failure to be so qualified and in good standing could not have a Material Adverse Effect; and all of the issued ownership interests of each Material Subsidiary have been duly and validly authorized and issued in accordance with the organizational documents of such Material Subsidiary, are fully paid and non-assessable, if applicable, and (except for

directors' qualifying shares, if applicable) the ownership interests of each Material Subsidiary owned by the Company directly or indirectly are owned, free and clear of all liens, encumbrances, equities or claims, except as set forth in the Disclosure Package and the Final Prospectus (such counsel being entitled to rely in respect of the opinion in this clause upon opinions of local counsel and in respect of matters of fact upon certificates of officers of the Company and public officials, provided that such counsel shall state that they believe that both you and they are justified in relying upon such opinions and certificates);

(ii) The issue and sale of the Securities and the compliance by the Company with all of the provisions of the Securities, the Indenture and this Agreement and the consummation of the transactions herein and therein contemplated (a) will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any such subsidiary is a party or by which the Company or any such subsidiary is bound or to which any of the properties of the Company or any such subsidiary is subject, which conflict, breach violation or default would individually, or in the aggregate, have a Material Adverse Effect, (b) will not result in any violation of the provisions of the Restated Certificate of Incorporation or By-laws of the Company, each as amended to date, and (c) will not result in any violation of any statute, any rule, regulation or order of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its subsidiaries or any of its or their properties, which violation of any such statute, order or regulation would individually, or in the aggregate, have a Material Adverse Effect;

(iii) Neither the Company nor any of its Material Subsidiaries is in violation of its organizational or governing documents or, except as set forth or incorporated by reference in the Disclosure Package and the Final Prospectus, is in default in the performance or observance of any material obligation, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound;

(iv) Except as disclosed in the Disclosure Package and the Final Prospectus, to such counsel's knowledge, no legal or governmental proceedings are pending, threatened or contemplated by governmental authorities or pending or threatened by others against the Company or any of its subsidiaries which, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a Material Adverse Effect; provided, however, such counsel expresses no opinion with respect to any pending, threatened or contemplated proceedings under the FCPA or analogous applicable foreign statutes and regulations, in either case of the nature described under the caption "Risk Factors—Foreign Corrupt Practices Act Investigations" of the Company's annual report on Form 10-K for the fiscal year ended December 31,

2007 and the Company's quarterly reports on Form 10-Q for the quarters ended March 31, 2008 and June 30, 2008 and as described in the Company's current report on Form 8-K filed on September 8, 2008; and

(v) The documents incorporated by reference in the Registration Statement, the Disclosure Package and the Final Prospectus or any further amendment or supplement thereto made by the Company prior to the Execution Time (other than the financial statements and related schedules therein, as to which such counsel need express no opinion), when they became effective or were filed with the Commission, as the case may be, appear on their face to have complied as to form in all material respects with the requirements of the Act or the Exchange Act, as applicable and the rules and regulations of the Commission thereunder, to the extent applicable; and they have no reason to believe that any of such documents, when such documents became effective or were so filed, as the case may be, contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such documents were so filed, not misleading.

Such counsel may state that the opinions expressed are limited in all respects to the federal laws of the United States, the laws of the State of Texas and the General Corporation Law of the State of Delaware, all as in effect on the date thereof. Further, such counsel may state that such counsel expresses no opinion with respect to the Act, the Exchange Act, or as to any consent, approval, authorization, statute, order, rule or regulation of any governmental agency or regulatory body as may be required under any state securities or "blue-sky" laws.

(d) The Representatives shall have received from Simpson Thacher & Bartlett LLP, counsel for the Underwriters, such opinion or opinions, dated the Closing Date and addressed to the Underwriters, with respect to the issuance and sale of the Securities, the Indenture, the Registration Statement, the Disclosure Package, the Final Prospectus (together with any supplement thereto) and other related matters as the Representatives may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(e) The Company shall have furnished to the Representatives a certificate of the Company, signed by the President or any Vice President and the principal financial or accounting officer of the Company, dated the Closing Date, to the effect that the signers of such certificate have carefully examined the Registration Statement, the Disclosure Package, the Final Prospectus and any supplements or amendments thereto, as well as each electronic road show used in connection with the offering of the Securities, and this Agreement and that:

(i) the representations and warranties of the Company in this Agreement are true and correct on and as of the Closing Date with the same effect as if made on the Closing Date and the Company has complied with all the

agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date;

(ii) no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use has been issued and no proceedings for that purpose have been instituted or, to the Company's knowledge, threatened; and

(iii) since the date of the most recent financial statements included in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto), there has been no material adverse effect on the condition (financial or otherwise), prospects, earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto).

(f) The Company shall have requested and caused KPMG LLP to have furnished to the Representatives, at the Execution Time and at the Closing Date, letters addressed to the Underwriters, in form and substance satisfactory to the Representatives, to the effect set forth in Annex B hereto.

(g) Subsequent to the Execution Time or, if earlier, the dates as of which information is given in the Registration Statement (exclusive of any amendment thereof) and the Final Prospectus (exclusive of any amendment or supplement thereto), there shall not have been (i) any change or decrease specified in the letter or letters referred to in paragraph (f) of this Section 6 or (ii) any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), earnings, business or properties of the Company and its subsidiaries taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Disclosure Package and the Final Prospectus (exclusive of any amendment or supplement thereto) the effect of which, in any case referred to in clause (i) or (ii) above, is, in the sole judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Registration Statement (exclusive of any amendment thereof), the Disclosure Package and the Final Prospectus (exclusive of any amendment or supplement thereto).

(h) Subsequent to the Execution Time, there shall not have been any decrease in the rating of any of the Company's debt securities by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Act) or any notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(i) Prior to the Closing Date, the Company shall have furnished to the Representatives such further information, certificates and documents as the Representatives may reasonably request.

If any of the conditions specified in this Section 6 shall not have been fulfilled when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date by the Representatives. Notice of such cancellation shall be given to the Company in writing or by telephone or facsimile confirmed in writing.

The documents required to be delivered by this Section 6 shall be delivered at the office of Simpson Thacher & Bartlett LLP, counsel for the Underwriters, at 425 Lexington Avenue, New York, New York 10017, on the Closing Date.

7. Reimbursement of Underwriters' Expenses. If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 6 hereof is not satisfied, because of any termination pursuant to Section 10 hereof or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Underwriters, the Company will reimburse the Underwriters severally through Citigroup Global Markets Inc. on demand for all expenses (including fees and disbursements of counsel) that shall have been reasonably incurred by them in connection with the proposed purchase and sale of the Securities.

8. Indemnification and Contribution. (a) The Company agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees and agents of each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement for the registration of the Securities as originally filed or in any amendment thereof, or in the Base Prospectus, any Preliminary Prospectus or any other preliminary prospectus supplement relating to the Securities, the Final Prospectus, any Issuer Free Writing Prospectus or the information contained in the final term sheet required to be prepared and filed pursuant to Section 5(b) hereto, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion therein. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) Each Underwriter severally and not jointly agrees to indemnify and hold harmless the Company, each of its directors, each of its officers who signs the Registration Statement, and each person who controls the Company within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Company by or on behalf of such Underwriter through the Representatives specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. The Company acknowledges that the statements set forth (i) in the last paragraph of the cover page regarding delivery of the Securities, (ii) the list of Underwriters and their respective participation in the sale of the Securities and (iii) the seventh and eighth paragraphs under the caption "Underwriting" related to stabilization and syndicate covering transactions in any Preliminary Prospectus and the Final Prospectus constitute the only information furnished in writing by or on behalf of the several Underwriters for inclusion in any Preliminary Prospectus, the Final Prospectus or any Issuer Free Writing Prospectus.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement,

compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of an indemnified party.

(d) In the event that the indemnity provided in paragraph (a), (b) or (c) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company and the Underwriters severally agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) (collectively "Losses") to which the Company and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and by the Underwriters on the other from the offering of the Securities; provided, however, that in no case shall any Underwriter (except as may be provided in any agreement among underwriters relating to the offering of the Securities) be responsible for any amount in excess of the underwriting discount or commission applicable to the Securities purchased by such Underwriter hereunder and provided further that the Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Underwriters severally shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Company shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriters shall be deemed to be equal to the total underwriting discounts and commissions, in each case as set forth on the cover page of the Final Prospectus. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. The amount paid or payable by any indemnified party as a result of the Losses referred to in this paragraph (d) shall be deemed to include any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls an Underwriter within the meaning of either the Act or the Exchange Act and each director, officer, employee and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Company within the meaning of either the Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d).

9. Default by an Underwriter. If any one or more Underwriters shall fail to purchase and pay for any of the Securities agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the principal amount of Securities set forth opposite their names in Schedule II hereto bears to the aggregate principal amount of Securities set forth opposite the names of all the remaining Underwriters) the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided, however, that in the event that the aggregate principal amount of Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate principal amount of Securities set forth in Schedule II hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Securities, and if such nondefaulting Underwriters do not purchase all the Securities, this Agreement will terminate without liability to any nondefaulting Underwriter or the Company. In the event of a default by any Underwriter as set forth in this Section 9, the Closing Date shall be postponed for such period, not exceeding five Business Days, as the Representatives shall determine in order that the required changes in the Registration Statement and the Final Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company and any nondefaulting Underwriter for damages occasioned by its default hereunder.

10. Termination. This Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Company prior to delivery of and payment for the Securities, if at any time prior to such delivery and payment (i) trading in the Company's securities shall have been suspended by the Commission or the New York Stock Exchange or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such exchange, (ii) a banking moratorium shall have been declared either by Federal or New York State authorities or (iii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war, or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Representatives, impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by any Preliminary Prospectus or the Final Prospectus (exclusive of any amendment or supplement thereto).

11. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company or any of the officers, directors, employees, agents or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 7 and 8 hereof shall survive the termination or cancellation of this Agreement.

12. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Representatives, will be mailed, delivered or telefaxed to the Citigroup Global Markets Inc. General Counsel (fax no.: (212) 816-7912) and confirmed to the General Counsel, Citigroup Global Markets Inc., at 388 Greenwich Street, New York,

New York, 10013, Attention: General Counsel; or, if sent to the Company, will be mailed, delivered or telefaxed to General Counsel (fax no: (713) 759-2619) and confirmed to it at Halliburton Company, 1401 McKinney, Suite 2400, Houston, Texas 77010, attention of the General Counsel.

13. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, agents and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

14. No fiduciary duty. The Company hereby acknowledges that (a) the purchase and sale of the Securities pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the Underwriters and any affiliate through which it may be acting, on the other, (b) the Underwriters are acting as principal and not as an agent or fiduciary of the Company and (c) the Company's engagement of the Underwriters in connection with the offering and the process leading up to the offering is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with the offering (irrespective of whether any of the Underwriters has advised or is currently advising the Company on related or other matters). The Company agrees that it will not claim that the Underwriters have rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

15. Integration. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Underwriters, or any of them, with respect to the subject matter hereof.

16. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

17. Waiver of Jury Trial. The Company hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

18. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

19. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.

20. Definitions. The terms that follow, when used in this Agreement, shall have the meanings indicated.

"Act" shall mean the Securities Act of 1933, as amended and the rules and regulations of the Commission promulgated thereunder.

"Base Prospectus" shall mean the base prospectus referred to in paragraph 1(a) above contained in the Registration Statement at the Execution Time.

"Business Day" shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

"Commission" shall mean the Securities and Exchange Commission.

"Disclosure Package" shall mean (i) the Base Prospectus, (ii) the Preliminary Prospectus used most recently prior to the Execution Time, (iii) the Issuer Free Writing Prospectuses, if any, identified in Schedule III hereto, (iv) the final term sheet prepared and filed pursuant to Section 5(b) hereto, if any, and (v) any other Free Writing Prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package.

"Effective Date" shall mean each date and time that the Registration Statement and any post-effective amendment or amendments thereto became or becomes effective.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Execution Time" shall mean the date and time that this Agreement is executed and delivered by the parties hereto.

"Final Prospectus" shall mean the prospectus supplement relating to the Securities that was first filed pursuant to Rule 424(b) after the Execution Time, together with the Base Prospectus.

"Free Writing Prospectus" shall mean a free writing prospectus, as defined in Rule 405.

"Issuer Free Writing Prospectus" shall mean an issuer free writing prospectus, as defined in Rule 433.

"Preliminary Prospectus" shall mean any preliminary prospectus supplement to the Base Prospectus referred to in paragraph 1(a) above which is used prior to the filing of the Final Prospectus, together with the Base Prospectus.

"Registration Statement" shall mean the registration statement referred to in paragraph 1(a) above, including exhibits and financial statements and any prospectus supplement relating to the Securities that is filed with the Commission pursuant to Rule 424(b) and deemed part of such registration statement pursuant to Rule 430B, as amended on each Effective Date and, in the event any post-effective amendment thereto becomes effective prior to the Closing Date, shall also mean such registration statement as so amended.

"Rule 158", "Rule 163", "Rule 164", "Rule 172", "Rule 405", "Rule 415", "Rule 424", "Rule 430B" and "Rule 433" refer to such rules under the Act.

"Trust Indenture Act" shall mean the Trust Indenture Act of 1939, as amended and the rules and regulations of the Commission promulgated thereunder.

"Well-Known Seasoned Issuer" shall mean a well-known seasoned issuer, as defined in Rule 405.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the several Underwriters.

[*Signature Pages Follow*]

Very truly yours,

Halliburton Company

By: /s/ Craig W. Nunez
Name: Craig W. Nunez
Title: Senior Vice President and Treasurer

The foregoing Agreement is
hereby confirmed and accepted
as of the date specified in
Schedule I hereto.

Citigroup Global Markets Inc.

By: /s/ Chandru M. Harjani
Name: Chandru M. Harjani
Title: Vice President

HSBC Securities (USA) Inc.

By: /s/ Karen L. Giles
Name: Karen L. Giles
Title: Senior Vice President

Greenwich Capital Markets, Inc.

By: /s/ Okwudiri Onvedum
Name: Okwudiri Onvedum
Title: Senior Vice President

For themselves and the other
several Underwriters, if any,
named in Schedule II to the
foregoing Agreement.

SCHEDULE I

Underwriting Agreement dated September 9, 2008

Registration Statement No. 333-149368

Representatives: Citigroup Global Markets Inc., HSBC Securities (USA) Inc. and Greenwich Capital Markets, Inc.

Title, Purchase Price and Description of Securities:

Title: 5.90% Senior Notes due 2018

Principal amount: $400,000,000.00

Purchase price (include accrued interest or amortization, if any): 99.334%

Title: 6.70% Senior Notes due 2038

Principal amount: $800,000,000.00

Purchase price (include accrued interest or amortization, if any): 99.124%

Sinking fund provisions: None

Redemption provisions for 5.90% Senior Notes due 2018: optional redemption by the Company at any time, in whole or on part, in principal amounts of $2,000 or any integral multiple of $1,000 in excess thereof for an amount equal to the greater of (1) 100% of the principal amount of the notes and (2) as determined by an independent investment banker, the sum of the present values of the remaining scheduled payments on the notes being redeemed, discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable treasury rate *plus* 35 basis points.

Redemption provisions for 6.70% Senior Notes due 2038: optional redemption by the Company at any time, in whole or on part, in principal amounts of $2,000 or any integral multiple of $1,000 in excess thereof for an amount equal to the greater of (1) 100% of the principal amount of the notes and (2) as determined by an independent investment banker, the sum of the present values of the remaining scheduled payments on the notes being redeemed, discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable treasury rate *plus* 37.5 basis points.

Closing Date, Time and Location: September 12, 2008 at 10:00 a.m. at

425 Lexington Avenue
New York, New York 10017

Type of Offering: Non-delayed

Date referred to in Section 5(i) after which the Company may offer or sell debt securities issued or guaranteed by the Company without the consent of the Representatives: September 12, 2008

SCHEDULE II

Underwriters	Principal Amount of 5.90% Senior Notes due 2018 to be Purchased	Principal Amount of 6.70% Senior Notes due 2038 to be Purchased
Citigroup Global Markets Inc.	$ 100,000,000.00	$ 200,000,000.00
HSBC Securities (USA) Inc.	100,000,000.00	200,000,000.00
Greenwich Capital Markets, Inc.	100,000,000.00	200,000,000.00
Mitsubishi UFJ Securities International plc	10,625,000.00	21,250,000.00
Credit Suisse Securities (USA) LLC	10,625,000.00	21,250,000.00
Goldman, Sachs & Co.	10,625,000.00	21,250,000.00
J.P. Morgan Securities Inc.	10,625,000.00	21,250,000.00
Lehman Brothers Inc.	10,625,000.00	21,250,000.00
Merrill Lynch, Pierce, Fenner & Smith Incorporated	10,625,000.00	21,250,000.00
Morgan Stanley & Co. Incorporated	10,625,000.00	21,250,000.00
UBS Securities LLC	10,625,000.00	21,250,000.00
BBVA Securities, Inc.	5,000,000.00	10,000,000.00
Deutsche Bank Securities Inc.	5,000,000.00	10,000,000.00
Scotia Capital (USA) Inc.	5,000,000.00	10,000,000.00
Total	$ 400,000,000.00	$ 800,000,000.00

SCHEDULE III

Schedule of Free Writing Prospectuses included in the Disclosure Package

Pricing Term Sheets

SCHEDULE IV

Filed Pursuant to Rule 433
Registration No. 333-149368
September 9, 2008

PRICING TERM SHEETS

5.90% Senior Notes due 2018

Issuer:	Halliburton Company
Security:	5.90% Senior Notes due 2018
Size:	$400,000,000
Maturity Date:	September 15, 2018
Coupon:	5.90%
Interest Payment Dates:	March 15 and September 15, commencing March 15, 2009
Price to Public:	99.984%
Benchmark Treasury:	4.000% due August 15, 2018
Benchmark Treasury Yield:	3.602%
Spread to Benchmark Treasury:	+ 230 bp
Yield:	5.902%

Pro Forma Ratio of Earnings to Fixed Charges(1)(2) as of:	Six months ended June 30, 2008	Year ended December 31, 2007
	14.7x	14.7x

Make-Whole Call:	At any time at the greater of par or a discount rate of Treasury plus 35 basis points
Expected Settlement Date:	September 12, 2008
CUSIP:	406216 AV3
Anticipated Ratings:	A2 (Stable) by Moody's Investors Service, Inc. A (Stable) by Standard & Poor's Ratings Services A- (Stable) by Fitch Ratings
Joint Book-Running Managers:	Citigroup Global Markets Inc., HSBC Securities (USA) Inc. and Greenwich Capital Markets, Inc.
Co-Managers:	Mitsubishi UFJ Securities International plc, Credit Suisse Securities (USA) LLC, Goldman, Sachs & Co., J.P. Morgan Securities Inc., Lehman Brothers Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley & Co. Incorporated, UBS Securities LLC, BBVA Securities, Inc., Deutsche Bank Securities Inc. and Scotia Capital (USA) Inc.

6.70% Senior Notes due 2038

Issuer:	Halliburton Company
Security:	6.70% Senior Notes due 2038
Size:	$800,000,000
Maturity Date:	September 15, 2038
Coupon:	6.70%
Interest Payment Dates:	March 15 and September 15, commencing March 15, 2009
Price to Public:	99.999%
Benchmark Treasury:	4.375% due February 15, 2038
Benchmark Treasury Yield:	4.200%
Spread to Benchmark Treasury:	+ 250 bp
Yield:	6.700%

Pro Forma Ratio of Earnings to Fixed Charges(1)(2) as of:	Six months ended June 30, 2008	Year ended December 31, 2007
	14.7x	14.7x

Make-Whole Call:	At any time at the greater of par or a discount rate of Treasury plus 37.5 basis points
Expected Settlement Date:	September 12, 2008
CUSIP:	406216 AW1
Anticipated Ratings:	A2 (Stable) by Moody's Investors Service, Inc. A (Stable) by Standard & Poor's Ratings Services A- (Stable) by Fitch Ratings
Joint Book-Running Managers:	Citigroup Global Markets Inc., HSBC Securities (USA) Inc. and Greenwich Capital Markets, Inc.
Co-Managers:	Mitsubishi UFJ Securities International plc, Credit Suisse Securities (USA) LLC, Goldman, Sachs & Co., J.P. Morgan Securities Inc., Lehman Brothers Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley & Co. Incorporated, UBS Securities LLC, BBVA Securities, Inc., Deutsche Bank Securities Inc. and Scotia Capital (USA) Inc.

(1) For purposes of computing the ratio of earnings to fixed charges: (1) fixed charges consist of interest on debt, amortization of debt discount and expenses and a portion of rental expense determined to be representative of interest and (2) earnings consist of income from continuing operations before income taxes and minority interest plus fixed charges as described above, adjusted to exclude the excess or deficiency of dividends over income of 50% or less owned entities accounted for by the equity method.

(2) The pro forma ratios of earnings to fixed charges reflect the issuance of the notes offered hereby and the use of proceeds as described in "Use of Proceeds" in the prospectus supplement.

Note: A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering.

You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling Citigroup Global Markets Inc. toll-free at 1-877-858-5407, HSBC Securities (USA) Inc. toll-free at 1-866-811-8049 or Greenwich Capital Markets, Inc. toll-free at 1-866-884-2071.

Annex A
List of Material Subsidiaries

Halliburton Energy Services, Inc.
DII Industries, LLC
Halliburton Affiliates, LLC
Halliburton International, Inc.
Kellogg Energy Services, Inc.

Annex B

[On Following Page]

Exhibit 4.2

HALLIBURTON COMPANY
as Issuer

and

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

Fourth Supplemental Indenture

Dated as of September 12, 2008

$400,000,000 5.90% Senior Notes due September 15, 2018

$800,000,000 6.70% Senior Notes due September 15, 2038

FOURTH SUPPLEMENTAL INDENTURE dated as of September 12, 2008 between Halliburton Company, a Delaware corporation (the "Company"), and The Bank of New York Mellon Trust Company, N.A. (as successor to JPMorgan Chase Bank), as trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Company has heretofore entered into an Indenture, dated as of October 17, 2003 (the "Original Indenture"), with the Trustee, as supplemented by a First Supplemental Indenture, dated as of October 17, 2003, a Second Supplemental Indenture, dated as of December 15, 2003 and a Third Supplemental Indenture, dated as of January 26, 2004;

WHEREAS, the Original Indenture is incorporated herein by this reference and the Original Indenture, as supplemented by this Fourth Supplemental Indenture, is herein called the "Indenture";

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

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

WHEREAS, the Company desires to issue $400,000,000 aggregate principal amount of 2018 Notes (as defined below) and $800,000,000 aggregate principal amount of 2038 Notes (as defined below), each of which will be a new series of Securities under the Indenture; and

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

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

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

ARTICLE I

5.90% Senior Notes due 2018
6.70% Senior Notes due 2038

SECTION 1.01 Establishment and Terms.

There are hereby established two new series of Securities to be issued under the Indenture, to be designated as the Company's 5.90% Senior Notes due 2018 (the "2018 Notes") and 6.70% Senior Notes due 2038 (the "2038 Notes" and, together with the 2018 Notes, the "Notes").

The aggregate principal amount of Notes that may be authenticated and delivered under this Indenture is unlimited. The 2018 Notes that are to be authenticated and delivered on the date hereof (the "Initial 2018 Notes") will be in an aggregate principal amount of $400,000,000. The 2038 Notes that are to be authenticated and delivered on the date hereof (the "Initial 2038 Notes" and, together with the Initial 2018 Notes, the "Initial Notes") will be in an aggregate principal amount of $800,000,000. Each series of Notes shall be issued in definitive fully registered form.

With respect to any additional 2018 Notes (the "Additional 2018 Notes") or additional 2038 Notes (the "Additional 2038 Notes" and, together with the Additional 2018 Notes, the "Additional Notes") the Company elects to issue under this Indenture, the Company shall set forth in an Officers' Certificate the following information:

(i) the aggregate principal amount of such Additional Notes to be authenticated and delivered pursuant to this Indenture; and

(ii) the issue price and the issue date of such Additional Notes, including the date from which interest shall accrue.

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

The Initial 2018 Notes and the Additional 2018 Notes shall be considered collectively as a single class for all purposes of this Indenture. Holders of the Initial 2018 Notes and the Additional 2018 Notes will vote and consent together on all matters to which such Holders are entitled to vote or consent as one class, and none of the Holders of the Initial 2018 Notes or the Additional 2018 Notes shall have the right to vote or consent as a separate class on any matter to which such Holders are entitled to vote or consent.

The Initial 2038 Notes and the Additional 2038 Notes shall be considered collectively as a single class for all purposes of this Indenture. Holders of the Initial 2038 Notes and the Additional 2038 Notes will vote and consent together on all matters to which such Holders are entitled to vote or consent as one class, and none of the Holders of the Initial 2038 Notes or the Additional 2038 Notes shall have the right to vote or consent as a separate class on any matter to which such Holders are entitled to vote or consent.

The 2018 Notes and the 2038 Notes shall each be issued in the form of one or more Global Securities in substantially the form set out in Exhibit A and Exhibit B, respectively. The initial Depositary with respect to the Notes shall be The Depository Trust Company ("DTC").

SECTION 1.02 Maturity, Payment of Principal and Interest.

The 2018 Notes will mature on September 15, 2018, and the 2038 Notes will mature on September 15, 2038.

The 2018 Notes and 2038 Notes will bear interest at the rate of 5.90% and 6.70%, respectively, per annum. The Interest Payment Dates with respect to the Notes will be March 15 and September 15 of each year. The first Interest Payment Date with respect to the Initial Notes will be March 15, 2009. Interest shall be paid to the Person in whose name the applicable Note is registered at the close of business on March 1, in the case of a March 15 Interest Payment Date, and September 1, in the case of a September 15 Interest Payment Date. Interest on the Initial Notes will accrue from September 12, 2008. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

All payments of principal, premium (if any) and interest on the Notes shall be made in accordance with Section 4.01 of the Original Indenture and in the manner set forth in Section 2.14 of the Original Indenture and Exhibit A hereto in the case of the 2018 Notes and Exhibit B hereto in the case of the 2038 Notes.

SECTION 1.03 No Sinking Fund. The Notes will not be subject to a sinking fund.

SECTION 1.04 Optional Redemption. At any time and from time to time the Notes of each series will be redeemable, in the Company's sole discretion, in whole or in part, in principal amounts of $2,000 or any integral multiple of $1,000 in excess thereof for an amount equal to the greater of:

(a) 100% of the principal amount of the Notes of the series to be redeemed; and

(b) as determined by an Independent Investment Banker, the sum of the present values of the Remaining Scheduled Payments on the Notes being redeemed, discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 35 basis points for the 2018 Notes and at the Treasury Rate plus 37.5 basis points for the 2038 Notes.

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

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

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

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

"Comparable Treasury Price" is (i) the average of the bid and asked prices for the Comparable Treasury Issue (expressed as a percentage of its principal amount) on the third Business Day preceding the Redemption Date, as set forth in the daily statistical release (or any successor release) published by the Federal Reserve Bank of New York and designated "Composite 3:30 p.m. Quotations for U.S. Government Securities"; or (ii) if such release (or any successor release) is not published or does not contain such prices on such Business Day (X) the average of the Reference Treasury Dealer Quotations for that Redemption Date, after excluding the highest and lowest of the Reference Treasury Dealer Quotations, or (Y) if the Trustee obtains fewer than three Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations so received.

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

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

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

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

SECTION 1.05 Denominations. The Notes shall be issued only in registered book-entry form, in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

ARTICLE II

MISCELLANEOUS

SECTION 2.01 Trustee Matters. The recitals in this Fourth Supplemental Indenture are made by the Company only and not by the Trustee, and all of the provisions contained in the Original Indenture in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect of the Notes and of this Fourth Supplemental Indenture as fully and with like effect as if set forth herein in full.

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

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

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

SECTION 2.05 Effect of Headings. The Article and Section headings herein have been inserted for convenience of reference only, are not to be considered a part hereof and shall in no way modify or restrict any of the terms or provisions hereof.

SECTION 2.06 Governing Law. This Fourth Supplemental Indenture and the Notes shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 2.07 Provisions for the Sole Benefit of Parties and Holders. Nothing in the Original Indenture, as supplemented, amended and modified by this Fourth Supplemental Indenture, or in the Notes, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Company, the Trustee, the Paying Agent and the registered owners of the Notes, any legal or equitable right, remedy or claim under or by reason of the Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in the Indenture contained by and on behalf of the Company shall be for the sole and exclusive benefit of the Company, the Trustee, the Paying Agent and the registered owners of the Notes.

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

HALLIBURTON COMPANY, as Issuer

By: /s/ Craig W. Nunez
Name: Craig W. Nunez
Title: Senior Vice President and Treasurer

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

By: /s/ Mauri J. Cowen
Name: Mauri J. Cowen
Title: Vice President

EXHIBIT A
FORM OF 2018 NOTE

[FACE OF SECURITY]

[Global Note]
[Certificated Note]

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

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

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

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

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

TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

HALLIBURTON COMPANY

5.90% SENIOR NOTES DUE 2018

No. ___

CUSIP No. 406216AV3
ISIN No. US406216AV36
$_____

Halliburton Company, a Delaware corporation (the "Issuer"), for value received promises to pay to Cede & Co., or registered assigns, the principal sum of _____ Dollars[, or such greater or lesser amount as indicated on the Schedule I hereto,][1] on September 15, 2018.

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

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

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

Dated: _____

HALLIBURTON COMPANY

By: _____
Name:
Title:

By: _____
Name:
Title:

1. To be included in any Global Note.

Certificate of Authentication:

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

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

By: _____ Dated: _____
Authorized Signatory

[REVERSE OF SECURITY]

HALLIBURTON COMPANY

5.90% SENIOR NOTES DUE 2018

This Security is one of a duly authorized issue of 5.90% Senior Notes Due 2018 (the "Securities") of Halliburton Company, a Delaware corporation (the "Issuer"). The Issuer issued the Securities under an Indenture dated as of October 17, 2003 (the "Original Indenture") between the Issuer and The Bank of New York Mellon Trust Company, N.A. (as successor to JPMorgan Chase Bank), as trustee (the "Trustee"), as supplemented by the Fourth Supplemental Indenture dated as of September 12, 2008 (the "Fourth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"). Capitalized terms used herein for which no definition is provided herein shall have the meanings set forth in the Indenture.

1. *Interest*. The Issuer promises to pay interest on the principal amount of this Security at 5.90% per annum from September 12, 2008 until maturity. The Issuer will pay interest semiannually on March 15 and September 15 of each year, or if any such day is not a Business Day, on the next succeeding Business Day. Interest on the Securities will accrue from the most recent Interest Payment Date on which interest has been paid or, if no interest has been paid, from September 12, 2008; *provided* that if there is no existing Default in the payment of interest, and if this Security is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; *provided*, *further*, that the first Interest Payment Date shall be March 15, 2009. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

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

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

4. *Indenture*. The terms of the Securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S. Code §§ 77aaa-77bbbb) (the "TIA"), as in effect on the date of execution of the Indenture. The Securities are subject to all such terms, and Holders are referred to the Indenture and the

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

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

6. *Redemption*. No sinking fund is provided for the Securities. At any time and from time to time the Securities will be redeemable, in the Issuer's sole discretion, in whole or in part, in principal amounts of $2,000 or any integral multiple of $1,000 in excess thereof for an amount equal to the greater of (i) 100% of the principal amount of the Securities to be redeemed and (ii) as determined by an Independent Investment Banker, the sum of the present values of the Remaining Scheduled Payments on the Securities being redeemed, discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 35 basis points. In each case, the Issuer will pay accrued and unpaid interest to the date of redemption. In the event of any such redemption, interest will accrue up to and including the date of redemption. Unless there is a default in payment of the redemption amount, on and after the Redemption Date, interest will cease to accrue on the Securities or portions thereof called for redemption.

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

8. *Amendments and Waivers*. Subject to certain exceptions and limitations, the Indenture or the Securities may be amended or supplemented by the Issuer and the Trustee with the written consent (including consents obtained in connection with a tender offer or exchange offer for the Securities of any one or more series or all series or a solicitation of consents in respect of the Securities of any one or more series or all series, provided that in each case such offer or solicitation is made to all Holders of then outstanding Securities of each such series (but the terms of such offer or solicitation may vary from series to series)) of the Holders of at least a majority in principal amount of the then outstanding Securities of all series under the Indenture affected by such amendment or supplement (acting as one class), and any existing or past Default or Event of Default under, or compliance with any provision of, the Indenture may be waived (other than any continuing Default or Event of Default in the payment of the principal of, premium (if any) or interest on the Securities) by the Holders of at least a majority in principal amount of the then outstanding Securities of any series or of all series (acting as one class) in accordance with the terms of the Indenture. The Issuer and the Trustee may amend or supplement the Indenture or the Securities or waive any provision of either without the consent of the Holders, to:

(1) cure any ambiguity, omission, defect or inconsistency;

(2) evidence the assumption by a Successor of the Issuer's obligations under the Indenture and the Securities;

(3) provide for uncertificated Securities in addition to or in place of certificated Securities or to provide for the issuance of bearer securities (with or without coupons);

(4) provide any security for the Securities or to add guarantees of, or additional obligors on, the Securities;

(5) comply with any requirement in order to effect or maintain the qualification of the Indenture under the TIA;

(6) add to the covenants of the Issuer for the benefit of the Holders of the Securities, or to surrender any right or power conferred by the Indenture upon the Issuer;

(7) add any additional Events of Default with respect to the Securities;

(8) change or eliminate any of the provisions of the Indenture, *provided* that any such change or elimination shall become effective only when there are no outstanding Securities of any series that are adversely affected in any material respect by such changes in or elimination of such provisions;

(9) establish the form or terms of Securities of any series as permitted by the Indenture;

(10) supplement any of the provisions of the Indenture to such extent as shall be necessary to permit or facilitate the defeasance and discharge of the Securities pursuant to Section 8.01 of the Indenture, *provided, however*, that any such action shall not adversely affect the interest of the Holders of the Securities of any series in any material respect;

(11) evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Securities and to add to or change any of the provisions of the Indenture as shall be necessary to provide for or facilitate the administration of the trusts thereunder by more than one Trustee, pursuant to the requirements of Section 7.08 of the Indenture; or

(12) make any other change that does not adversely affect the rights of any Holder of any series of Securities under the Indenture.

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

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

(1) reduce the amount of Securities whose Holders must consent to an amendment, supplement or waiver;

(2) reduce the rate of or change the time for payment of interest, including default interest, on any Security;

(3) reduce the principal of or any premium on or any mandatory sinking fund payment with respect to, or change the Stated Maturity of, any Security or reduce the amount of the principal of an Original Issue Discount Security that would be due and payable upon a declaration of acceleration of the Stated Maturity thereof pursuant to Section 6.02 of the Indenture;

(4) reduce the premium, if any, payable upon the redemption of any Security or change the time at which any Security may or shall be redeemed;

(5) change any obligation of the Company to pay Additional Amounts with respect to any Security;

(6) change the coin or currency or currencies (including composite currencies) in which any Security or any premium, interest or any Additional Amounts with respect thereto are payable;

(7) impair the right to institute suit for the enforcement of any payment of principal of, premium (if any) or interest on or any Additional Amounts with respect to any Security pursuant to Sections 6.07 and 6.08 of the Indenture, except as limited by Section 6.06 of the Indenture;

(8) make any change in the percentage of principal amount of Securities necessary to waive compliance with certain provisions of the Indenture pursuant to Section 6.04 or 6.07 of the Indenture or make any change in Section 9.02(1)-(9) of the Indenture; or

(9) waive a continuing Default or Event of Default in the payment of principal of, premium (if any) or interest on or any Additional Amounts with respect to the Securities.

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

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

(1) default by the Issuer in the payment of interest on or any Additional Amounts with respect to the Securities when the same becomes due and payable and such default continues for a period of 30 days;

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

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

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

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

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

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

payment of principal or interest) if it determines that withholding notice is in their interests. The Issuer must furnish an annual compliance certificate to the Trustee.

10. *Discharge Prior to Maturity.* The Indenture with respect to the Securities shall be discharged and canceled upon the payment of all of the Securities issued thereunder and shall be discharged except for certain obligations upon the irrevocable deposit with the Trustee of funds or Government Obligations sufficient for such payment.

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

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

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

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

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

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

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

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

Halliburton Company
5 Houston Center
1401 McKinney, Suite 2400
Houston, Texas 77010
Telephone: (713) 759-2600
Attention: General Counsel

SCHEDULE I

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

Decrease in Principal Amount of Securities	Increase in Principal Amount of Securities	Principal Amount of Securities Remaining After Such Decrease or Increase	Notation by Security Registrar

ASSIGNMENT FORM

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

_____

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

_____

_____

_____

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

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

Date: _____ Your Signature: _____

(Sign exactly as your name appears on the face of this Security)

Signature Guarantee: _____

(Participant in a Recognized Signature Guaranty Medallion Program)

This assignment relates to $___ principal amount of 5.90% Senior Notes due 2018 of Halliburton Company held in[2] ___ book-entry or ___ definitive form by _____ (the "Transferor").

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

_____

[INSERT NAME OF TRANSFEROR]

By: _____
Name:
Title:
Address:

Date: _____

_____

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

EXHIBIT B
FORM OF 2038 NOTE

[FACE OF SECURITY]

[Global Note]
[Certificated Note]

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

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

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

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

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

TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

HALLIBURTON COMPANY

6.70% SENIOR NOTES DUE 2038

No. ___

CUSIP No. 406216AW1
ISIN No. US406216AW19
$_____

Halliburton Company, a Delaware corporation (the "Issuer"), for value received promises to pay to Cede & Co., or registered assigns, the principal sum of _____ Dollars[, or such greater or lesser amount as indicated on the Schedule I hereto,][3] on September 15, 2038.

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

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

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

Dated: _____

HALLIBURTON COMPANY

By: _____
Name:
Title:

By: _____
Name:
Title:

3. To be included in any Global Note.

Certificate of Authentication:

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

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

By: _____ Dated: _____
Authorized Signatory

[REVERSE OF SECURITY]

HALLIBURTON COMPANY

6.70% SENIOR NOTES DUE 2038

This Security is one of a duly authorized issue of 6.70% Senior Notes Due 2038 (the "Securities") of Halliburton Company, a Delaware corporation (the "Issuer"). The Issuer issued the Securities under an Indenture dated as of October 17, 2003 (the "Original Indenture") between the Issuer and The Bank of New York Mellon Trust Company, N.A. (as successor to JPMorgan Chase Bank), as trustee (the "Trustee"), as supplemented by the Fourth Supplemental Indenture dated as of September 12, 2008 (the "Fourth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"). Capitalized terms used herein for which no definition is provided herein shall have the meanings set forth in the Indenture.

1. *Interest*. The Issuer promises to pay interest on the principal amount of this Security at 6.70% per annum from September 12, 2008 until maturity. The Issuer will pay interest semiannually on March 15 and September 15 of each year, or if any such day is not a Business Day, on the next succeeding Business Day. Interest on the Securities will accrue from the most recent Interest Payment Date on which interest has been paid or, if no interest has been paid, from September 12, 2008; *provided* that if there is no existing Default in the payment of interest, and if this Security is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; *provided*, *further*, that the first Interest Payment Date shall be March 15, 2009. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

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

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

4. *Indenture*. The terms of the Securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S. Code §§ 77aaa-77bbbb) (the "TIA"), as in effect on the date of execution of the Indenture. The Securities are subject to all such terms, and Holders are referred to the Indenture and the

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

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

6. *Redemption*. No sinking fund is provided for the Securities. At any time and from time to time the Securities will be redeemable, in the Issuer's sole discretion, in whole or in part, in principal amounts of $2,000 or any integral multiple of $1,000 in excess thereof for an amount equal to the greater of (i) 100% of the principal amount of the Securities to be redeemed and (ii) as determined by an Independent Investment Banker, the sum of the present values of the Remaining Scheduled Payments on the Securities being redeemed, discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 37.5 basis points. In each case, the Issuer will pay accrued and unpaid interest to the date of redemption. In the event of any such redemption, interest will accrue up to and including the date of redemption. Unless there is a default in payment of the redemption amount, on and after the Redemption Date, interest will cease to accrue on the Securities or portions thereof called for redemption.

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

8. *Amendments and Waivers*. Subject to certain exceptions and limitations, the Indenture or the Securities may be amended or supplemented by the Issuer and the Trustee with the written consent (including consents obtained in connection with a tender offer or exchange offer for the Securities of any one or more series or all series or a solicitation of consents in respect of the Securities of any one or more series or all series, provided that in each case such offer or solicitation is made to all Holders of then outstanding Securities of each such series (but the terms of such offer or solicitation may vary from series to series)) of the Holders of at least a majority in principal amount of the then outstanding Securities of all series under the Indenture affected by such amendment or supplement (acting as one class), and any existing or past Default or Event of Default under, or compliance with any provision of, the Indenture may be waived (other than any continuing Default or Event of Default in the payment of the principal of, premium (if any) or interest on the Securities) by the Holders of at least a majority in principal amount of the then outstanding Securities of any series or of all series (acting as one class) in accordance with the terms of the Indenture. The Issuer and the Trustee may amend or supplement the Indenture or the Securities or waive any provision of either without the consent of the Holders, to:

(1) cure any ambiguity, omission, defect or inconsistency;

(2) evidence the assumption by a Successor of the Issuer's obligations under the Indenture and the Securities;

(3) provide for uncertificated Securities in addition to or in place of certificated Securities or to provide for the issuance of bearer securities (with or without coupons);

(4) provide any security for the Securities or to add guarantees of, or additional obligors on, the Securities;

(5) comply with any requirement in order to effect or maintain the qualification of the Indenture under the TIA;

(6) add to the covenants of the Issuer for the benefit of the Holders of the Securities, or to surrender any right or power conferred by the Indenture upon the Issuer;

(7) add any additional Events of Default with respect to the Securities;

(8) change or eliminate any of the provisions of the Indenture, *provided* that any such change or elimination shall become effective only when there are no outstanding Securities of any series that are adversely affected in any material respect by such changes in or elimination of such provisions;

(9) establish the form or terms of Securities of any series as permitted by the Indenture;

(10) supplement any of the provisions of the Indenture to such extent as shall be necessary to permit or facilitate the defeasance and discharge of the Securities pursuant to Section 8.01 of the Indenture, *provided, however*, that any such action shall not adversely affect the interest of the Holders of the Securities of any series in any material respect;

(11) evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Securities and to add to or change any of the provisions of the Indenture as shall be necessary to provide for or facilitate the administration of the trusts thereunder by more than one Trustee, pursuant to the requirements of Section 7.08 of the Indenture; or

(12) make any other change that does not adversely affect the rights of any Holder of any series of Securities under the Indenture.

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

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

(1) reduce the amount of Securities whose Holders must consent to an amendment, supplement or waiver;

(2) reduce the rate of or change the time for payment of interest, including default interest, on any Security;

(3) reduce the principal of or any premium on or any mandatory sinking fund payment with respect to, or change the Stated Maturity of, any Security or reduce the amount of the principal of an Original Issue Discount Security that would be due and payable upon a declaration of acceleration of the Stated Maturity thereof pursuant to Section 6.02 of the Indenture;

(4) reduce the premium, if any, payable upon the redemption of any Security or change the time at which any Security may or shall be redeemed;

(5) change any obligation of the Company to pay Additional Amounts with respect to any Security;

(6) change the coin or currency or currencies (including composite currencies) in which any Security or any premium, interest or any Additional Amounts with respect thereto are payable;

(7) impair the right to institute suit for the enforcement of any payment of principal of, premium (if any) or interest on or any Additional Amounts with respect to any Security pursuant to Sections 6.07 and 6.08 of the Indenture, except as limited by Section 6.06 of the Indenture;

(8) make any change in the percentage of principal amount of Securities necessary to waive compliance with certain provisions of the Indenture pursuant to Section 6.04 or 6.07 of the Indenture or make any change in Section 9.02(1)-(9) of the Indenture; or

(9) waive a continuing Default or Event of Default in the payment of principal of, premium (if any) or interest on or any Additional Amounts with respect to the Securities.

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

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

(1) default by the Issuer in the payment of interest on or any Additional Amounts with respect to the Securities when the same becomes due and payable and such default continues for a period of 30 days;

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

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

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

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

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

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

payment of principal or interest) if it determines that withholding notice is in their interests. The Issuer must furnish an annual compliance certificate to the Trustee.

10. *Discharge Prior to Maturity.* The Indenture with respect to the Securities shall be discharged and canceled upon the payment of all of the Securities issued thereunder and shall be discharged except for certain obligations upon the irrevocable deposit with the Trustee of funds or Government Obligations sufficient for such payment.

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

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

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

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

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

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

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

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

Halliburton Company
5 Houston Center
1401 McKinney, Suite 2400
Houston, Texas 77010
Telephone: (713) 759-2600
Attention: General Counsel

SCHEDULE I

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

Decrease in Principal Amount of Securities	Increase in Principal Amount of Securities	Principal Amount of Securities Remaining After Such Decrease or Increase	Notation by Security Registrar

ASSIGNMENT FORM

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

_____

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

_____

_____

_____

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

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

Date: _____ Your Signature: _____

(Sign exactly as your name appears on the face of this Security)

Signature Guarantee: _____

(Participant in a Recognized Signature Guaranty Medallion Program)

This assignment relates to $___ principal amount of 6.70% Senior Notes due 2038 of Halliburton Company held in[4] ___ book-entry or ___ definitive form by _____ (the "Transferor").

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

_____

[INSERT NAME OF TRANSFEROR]

By: _____
Name:
Title:
Address:

Date: _____

_____

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

BAKER BOTTS LLP

ONE SHELL PLAZA
910 LOUISIANA
HOUSTON, TEXAS
77002-4995

TEL +1 713.229.1234
FAX +1 713.229.1522
www.bakerbotts.com

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WASHINGTON

September 12, 2008

063718.1485

Halliburton Company
1401 McKinney, Suite 2400
Houston, Texas 77010

Ladies and Gentlemen:

In connection with the issuance by Halliburton Company, a Delaware corporation ("Halliburton"), of $400,000,000 aggregate principal amount of its 5.90% Notes due 2018 (the "2018 Notes") and $800,000,000 aggregate principal amount of its 6.70% Notes due 2038 (together with the 2018 Notes, the "Notes"), pursuant to (a) the Registration Statement of Halliburton on Form S-3 (Registration No. 333-149368) (the "Registration Statement"), which was filed by Halliburton with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), and (b) the related prospectus dated February 22, 2008, as supplemented by the prospectus supplement relating to the sale of the Notes dated September 9, 2008 (as so supplemented, the "Prospectus"), as filed by Halliburton with the Commission pursuant to Rule 424(b) under the Act, certain legal matters with respect to the Notes are being passed upon for you by us. At your request, this opinion is being furnished to you for filing as Exhibit 5.1 to the Current Report of Halliburton on Form 8-K to be filed with the Commission on the date hereof (the "Form 8-K").

The Notes are to be issued and the terms of the Notes of each series are to be established pursuant to the Indenture, dated October 17, 2003, between Halliburton and The Bank of New York Trust Company, N.A. (as successor to JPMorgan Chase Bank), as trustee (the "Trustee"), as supplemented by the Fourth Supplemental Indenture, dated as of the date hereof (as so supplemented, the "Indenture").

In our capacity as your counsel in the connection referred to above, we have examined originals, or copies certified or otherwise identified, of (i) the Underwriting Agreement, dated September 9, 2008 (the "Underwriting Agreement"), among Halliburton and the several Underwriters named in Schedule II to the Underwriting Agreement (the "Underwriters"), relating to the issuance and sale of the Notes; (ii) the Indenture, (iii) the global notes representing the Securities, (iv) the Registration Statement and the Prospectus, (v) Halliburton's Restated Certificate of Incorporation and By-laws, in each case as amended to date, (vi) corporate records of Halliburton, including certain resolutions of the Board of Directors of Halliburton as furnished to us by Halliburton, and (vii) certificates of public officials and of representatives of Halliburton, statutes and other instruments and documents as a basis for the opinions hereinafter expressed. In giving such opinions, we have relied upon certificates, statements or other representations of officers or authorized agents of Halliburton and of

governmental and public officials with respect to the accuracy of the material factual matters contained therein or covered thereby. We have assumed that the signatures on all documents examined by us are genuine, all documents submitted to us as originals are authentic and complete, that all documents submitted to us as copies are true and correct copies of the originals thereof and that all information submitted to us was accurate and complete. We also have assumed that the Notes of each series will be issued and sold in the manner set forth in the Prospectus.

On the basis of the foregoing, and subject to the assumptions, limitations, qualifications and exceptions set forth herein, we are of the opinion that the Notes will, when duly executed, issued and delivered by Halliburton and authenticated and delivered by the Trustee in accordance with the terms of the Indenture and the Notes and when duly purchased and paid for by the Underwriters in accordance with the terms of the Underwriting Agreement, constitute legal, valid and binding obligations of Halliburton, enforceable against Halliburton in accordance with their terms, except as that enforcement is subject to any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or conveyance or other laws relating to or affecting creditors' rights generally, and general principles of equity (regardless of whether that enforceability is considered in a proceeding in equity or at law).

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

Very truly yours,

/s/ Baker Botts L.L.P.