

**AMENDED AND RESTATED ECONOMIC DEVELOPMENT PERFORMANCE
AGREEMENT AMONG THE SUGAR LAND DEVELOPMENT CORPORATION,
SCHLUMBERGER LIMITED (SCHLUMBERGER N.V.), AND SCHLUMBERGER
TECHNOLOGY CORPORATION**

Background

The City of Sugar Land adopted an economic development sales tax and created the Sugar Land Development Corporation (“SLDC”) to promote economic development activities as authorized by Chapter 501 of the Local Government Code.

Effective October 6, 2015 the SLDC, Schlumberger Limited (Schlumberger N.V.), and Schlumberger Technology Corporation entered into an Economic Development Performance Agreement (the “Original Agreement”) providing for the SLDC to make economic incentive payments to Schlumberger Limited (Schlumberger N.V.) and Schlumberger Technology Corporation, in consideration of Schlumberger Limited (Schlumberger N.V.) and Schlumberger Technology Corporation performing the obligations specified in the Original Agreement. The City of Sugar Land (“City”) signed the Original Agreement solely for purposes of the City obligations set forth in Section 4(d), Section 4(e), and Section 4(f) of the Original Agreement.

The Original Agreement provided in relevant part that Schlumberger Limited (Schlumberger N.V.) and Schlumberger Technology Corporation (collectively, the “Company”, as defined in the Original Agreement) would: (1) construct certain improvements by December 31, 2017; (2) occupy the Improvements (as defined by the Original Agreement) from January 1, 2018 to December 31, 2027; (3) use a specified number of room nights at hotel rooms located within the City each Year of the Agreement; and (4) create a set number of jobs with a specified Annual Salary during the term of the Original Agreement. In return, the SLDC would provide incentive payments to the Company and the City would complete certain road improvements.

Per Section 3(a)(2) of the Original Agreement, if the Company was unable to complete the proposed Improvements by December 31, 2017, the Company could request up to two (2) one-year extensions, to complete construction of the Improvements no later than December 31, 2019. Accordingly, on November 1, 2017, the Company submitted to the SLDC its extension request, postponing and extending all of the Company’s obligations under the Original Agreement until December 31, 2019.

For a variety of reasons the Company was unable to meet its obligations under the Original Agreement by December 31, 2019. Accordingly, the SLDC, Schlumberger Limited (Schlumberger N.V.), and Schlumberger Technology Corporation have been in negotiations since 2019 to amend the Original Agreement on mutually acceptable terms. The SLDC, Schlumberger Limited (Schlumberger N.V.), and Schlumberger Technology Corporation now desire to amend the Original Agreement to modify the Company’s obligations, including the removal of Schlumberger Limited (Schlumberger N.V.) as a party. This amendment also removes the City as a party as it has already met its obligations under the Original Agreement and has no ongoing role in the Original Agreement, as amended herein.

Agreement

The SLDC, Schlumberger Limited (Schlumberger N.V.), and Schlumberger Technology Corporation agree as set forth below. The City of Sugar Land is executing this Agreement solely for purposes of acknowledging the fulfillment of its obligations in Section 4(d), 4(e), and 4(f) of the Original Agreement:

1. Definitions. In this Agreement:

Affiliate means any other Person directly or indirectly controlling, directly or indirectly controlled by or under direct or indirect common control with such Person. As used in this definition the term “control,” “controlling,” or “controlled by” means the possession, directly or indirectly, of the power to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such Person or (b) direct or cause the direction of management or policies of such Person, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of such Person or any Affiliate of such lender.

Agreement means this Amended and Restated Economic Development Performance Agreement.

Annual Salary means the gross amount of regular or scheduled pay made by the Company to an Employee during any Year of this Agreement for the work performed by the Employee, including bonuses, but excluding overtime pay and other Employee benefits.

City means the City of Sugar Land, Texas.

City Manager means the City’s City Manager or any person designated or authorized to act for the City Manager.

Company means Schlumberger Technology Corporation.

Employee means a person who:

- (a) Is an employee of Company or an Affiliate or Subsidiary of the Company employed on and at the Premises and paid directly by the Company or an Affiliate or Subsidiary of the Company; and
- (b) Was not an employee of the Company or an Affiliate or Subsidiary of the Company working within the City as of the execution date of this Agreement; and
- (c) Regularly works at least 35 hours a week for the Company, with at least 24 of those hours being on site at the Premises, excluding time taken for holidays, vacations, sick leave, or other regular leave.

Guests means vendors, clients, employees, guests or other persons conducting business with Company or an Affiliate or Subsidiary of the Company at the Premises or within the City.

Improvements means renovations and upgrades to existing facilities and buildings located on the Premises.

Original Agreement means that Economic Development Performance Agreement, effective on or about October 6, 2015, and entered into by and between the SLDC, Schlumberger Limited (Schlumberger N.V.), and Schlumberger Technology Corporation

Person means any individual, corporation, limited or general partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or any form of entity.

Premises means the real property as described in Ordinance No. 2026 which includes 555 Industrial Blvd and 1333 Industrial Blvd.

Sales and Use Tax means the City's 2% sales and use tax consisting of (i) the municipal sales and use tax and the additional municipal sales tax adopted by the City under authority of the Texas Tax Code, Chapter 321, and (ii) the city sales and use tax imposed by the City for industrial and economic development under the authority of the Development Corporation Act of 1979.

Schlumberger Technology means Schlumberger Technology Corporation, a Texas corporation.

SLDC means the Sugar Land Development Corporation, a non-profit economic development corporation created by the City as authorized by then section 4A of the Development Corporation Act of 1979, Tex. Rev. Civ. Stat. Ann. Art. 5190.6, currently codified as Chapters 501 through 505, Tex. Local Gov't Code.

Subsidiary means, for any Person, any corporation, partnership or other entity of which at least a majority of the securities or other ownership interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions of such corporation, partnership or other entity (irrespective of whether or not at the time securities or other ownership interests of any other class or classes of such corporation, partnership or other entity shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by such Person, one or more Subsidiaries of such Person, or by such Person and one or more Subsidiaries of such Person.

Term of this Agreement means from January 1, 2021 to March 1, 2027, unless the context clearly indicates otherwise.

Year of this Agreement means any one year period of time during the Term of this Agreement that commences on the first day of January of a calendar year and terminates on December 31st of the calendar year.

2. SLDC Findings. By approval of this Agreement, the board of directors of the SLDC finds:

- (a) That the jobs to be created by the Company will be “primary jobs” as defined by Section 501.002(12), Tex. Local Gov’t Code;
- (b) That the expenditures made by the SLDC are required or suitable for the development, retention, or expansion of regional or national corporate headquarters facilities (defined as “buildings proposed for construction or occupancy as the principal office for a business enterprise’s administrative and management services”), as specified by Sections 501.002(4) and 501.101(2)(L), Tex. Local Gov’t Code);
- (c) That this Agreement complies with the requirements of Section 501.158, Texas Local Government Code, that any direct incentives provided to a business enterprise require a written performance agreement that includes:
 - (1) A schedule of additional payroll or jobs to be created or retained;
 - (2) The capital investment to be made; and
 - (3) The terms of repayment in the event of a default.

3. Company Obligations.

- (a) Improvements. For every Year of this Agreement, the Company must spend at least Ten Million and No/100 Dollars (\$10,000,000.00) and up to Sixteen Million Six Hundred Sixty Six Thousand Six Hundred Sixty Six and 70/100 Dollars (\$16,666,666.70) on Improvements for the Premises. The schedule is as follows:
 - (1) \$10,000,000 to \$16,666,666.70 by December 31, 2021;
 - (2) \$10,000,000 to \$16,666,666.70 by December 31, 2022;
 - (3) \$10,000,000 to \$16,666,666.70 by December 31, 2023;
 - (4) \$10,000,000 to \$16,666,666.70 by December 31, 2024;
 - (5) \$10,000,000 to \$16,666,666.70 by December 31, 2025; and
 - (6) \$10,000,000 to \$16,666,666.70 by December 31, 2026.
- (b) Purchases within City.
 - (1) *Construction Materials.* Company will contractually obligate its contractor(s), contractors’ subcontractors, and suppliers to exercise commercially reasonable efforts to purchase, rent, or lease construction materials, systems and equipment (collectively, “construction materials”) for the Improvements within the City so that the construction materials for the Improvements are subject to the City’s Sales and Use Tax. Company’s purchase and rental of construction materials for the Improvements shall generate at least \$750,000 in City Sales and Use Tax prior to December 31, 2026. If Company fails to comply with the requirements of this paragraph and does not generate at least \$500,000 in City Sales and Use Tax under this paragraph, the failure will not be an event of default, but the SLDC may deduct from the last economic incentive payment an amount equal to thirty percent (30%).

(2) Annual Taxable Purchases and Rentals. Each Year of this Agreement, the Company will spend at least \$1,000,000 within the City to purchase or rent goods or services on which a City Sales and Use Tax is collected. If for any Year of this Agreement the Company fails to purchase or rent at least \$1,000,000 in goods or services that are subject to the City's Sales and Use Tax, the failure will not be an event of default, but the SLDC may deduct from the applicable economic incentive payment due an amount equal to the difference between what the City received in City Sales and Use Tax on Company's taxable purchases and rentals and what the City would have received had the Company spent at least \$1,000,000 on taxable purchases and rentals subject to the City's Sales and Use Tax [(((\$1,000,000 *minus* the amount of purchases subject to City's Sales and Use Tax) x \$0.02)].

(c) Occupancy. From January 1, 2021 to December 31, 2026, the Company must continuously own, occupy and use one or more buildings that are part of the Premises for its regional and national headquarters to provide administrative and management services in connection with the business operations of the Company.

(d) Use of Sugar Land Hotels.

(1) Required Number of Room Nights. For each Year of this Agreement, beginning on January 1, 2021, the Company will cause its employees and Guests to pay for the right to occupy at least 1,800 room nights at one or more hotels located within the City of Sugar Land, so long as the total number of hotel rooms within the City of Sugar Land is not reduced because of hotel closures by more than 15% from its current total of 1,166 hotel rooms (175 rooms) in any given Year of this Agreement.

(2) Deduction for Failure to Meet Required Number of Room Nights. If for any Year of this Agreement the Company fails to occupy at least 1,600 room nights, the SLDC will not declare an event of default, but the SLDC will deduct from the applicable incentive payment under Section 4 of this Agreement, an amount equal to the difference between what the City received in hotel occupancy taxes from the hotel room night rentals required by this paragraph and what the City would have received had the required number of rooms been rented.

(3) Calculation of Deduction. For the purposes of calculating the amount of the deduction provided for in this subsection (d), the SLDC will use the following formula:

1,600 required room nights *minus* the actual number of room nights rented *multiplied* by the average of the average daily rate (ADR) for the twelve months of the Year of this Agreement in the Sugar Land Convention and Visitors Bureau in the Smith Travel Research December publication published in years 2021 through 2027, *multiplied* by the average City hotel occupancy tax rate that was in effect during the Year of this Agreement. If the Smith Travel Research publication is no longer published, the SLDC will utilize the ADR in the last published Smith Travel Research publication for the remaining Years of this Agreement.

For example, the deduction under this subsection (d) will be calculated as follows assuming:

- (A) Required number of room nights to be rented is 1,600;
- (B) The actual number of room nights rented is 1,500;
- (C) The average of the ADR for the twelve months for the applicable Year of this Agreement is \$110; and
- (D) The hotel occupancy rate is 7%,

Then the calculation is:

$$(1,600-1,500) \times \$110 \times 7\% = \$770.00.$$

The deduction from an applicable incentive payment provided for in this Agreement survives termination or expiration of this Agreement.

(e) Jobs Created.

(1) *Required Number of Employees.* Beginning on:

- (A) January 1, 2021, and ending December 31, 2021, 1,800 Employees will be employed on the Premises;
- (B) January 1, 2022, and ending on December 31, 2022, 2,250 Employees will be employed on the Premises; and
- (C) January 1, 2023 and ending on December 31, 2023, 2,350 Employees will be employed on the Premises;
- (D) January 1, 2024 and ending on December 31, 2024, 2,450 Employees will be employed on the Premises;
- (E) January 1, 2025 and ending on December 31, 2025, 2,550 Employees will be employed on the Premises; and
- (F) January 1, 2026 and ending on December 31, 2026, 2,650 Employees will be employed on the Premises.

(2) *Average Annual Salary.* The Employees required by this Agreement will have an average Annual Salary of at least \$100,000.

(3) *Deduction for Failure to Maintain Required Number of Employees.* If for any Year of this Agreement the required number of Employees with an average Annual Salary of at least \$100,000 is not maintained on the Premises, in accordance with this Agreement, the SLDC will not declare an event of default, but the SLDC will deduct from the

applicable economic incentive payment under Section 4 of this Agreement, an amount calculated as follows:

- (A) Using the actual number of Employees maintained compared to the number of Employees required in the Year of this Agreement, calculate the percentage decrease below the number of Employees required; and
- (B) Multiply that percentage of decrease by the dollar amount of the applicable economic incentive payment due in the current Year of this Agreement.

(Required number of Employees *minus* actual number of Employees) *divided by* Required number of Employees *multiplied by* economic incentive payment due)

For example, if on December 31, 2024, the actual number of Employees was 2,000, the applicable economic incentive payment due is \$200,000, the calculated reduction in the scheduled \$200,000 payment would be as follows:

- a. $(2,450 - 2,000) \div 2,450 = 18.37\%$;
- b. $18.37\% \times 200,000 = \$36,740$.

Therefore, the deduction would be \$36,740.

- (4) *Deduction for Failure to Maintain Required Average Salary.* If the required number of Employees does not have an average Annual Salary of at least \$100,000 for each Year of this Agreement, as required by this Agreement, the SLDC will not declare an event of default, but the SLDC will deduct from the applicable economic incentive payment under Section 4 of this Agreement, an amount calculated as follows:

- (A) Using the actual average Annual Salary maintained compared to the Annual Salary required in the Year of this Agreement, calculate the percentage decrease below the Annual Salary required; and
- (B) Multiply that percentage of decrease by the dollar amount of the applicable economic incentive payment due in the current Year of this Agreement.

(\$100,000) *minus* (the average of the actual Annual Salary of all of the required Employees) *divided by* \$100,000 *multiplied by* economic incentive payment due).

For example, if on December 31, 2024, the average of the actual Annual Salary of all of the 2,450 required Employees were \$75,000, the economic incentive payment due is \$200,000 before reduction, the calculated reduction would be as follows:

- a. $(\$100,000 - \$75,000) \div \$100,000 = 25.00\%$;
- b. $25.00\% \times 200,000 = \$50,000$.

Therefore, the deduction would be \$50,000.

(f) Company Reimbursement Payments for Default of Agreement. If the SLDC terminates this Agreement because of the Company's default of any provision as permitted by this Agreement, the Company will, within 60 days following termination, (i) reimburse the SLDC for all payments the SLDC had made to the Company under this Agreement, excluding any reimbursement payments previously made by the Company under this Agreement. The reimbursement payment includes interest on each SLDC payment at the City's weighted average yield of its investment portfolio from the date the SLDC made the payment to the Company to the date of the Company's repayment. The Company's obligation to reimburse the SLDC payments made to Company if the Company defaults under this Agreement survives termination of this Agreement. The SLDC acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, that Sections 3(f) and 6 set forth the sole and exclusive remedies of the SLDC in the event of any default by Company under this Agreement and all other remedies are expressly waived and released. The SLDC and the Company further agree that the SLDC is entitled to the damages set forth in Sections 3(f) and 6, but in no event shall any party be liable to the other for any punitive, incidental, consequential, indirect or special damages.

(g) Reports and Inspections.

- (1) By March 31, 2024, Company must submit to the SLDC the Company's invoices and receipts showing the Company's purchases within the City for the Improvements.
- (2) By March 31, 2024, Company must submit to the SLDC the receipts and invoices showing that by December 31, 2023, they have satisfied the requirement of Paragraph 3(a).
- (3) Within 30 days following each Year of this Agreement, Company will certify to the SLDC that they have complied with the terms of this Agreement and provide sufficient written information, records, and documents to support its certification of compliance with the terms of this Agreement.
- (4) Upon the SLDC's written request, Company will promptly provide to the SLDC any additional information reasonably necessary for the SLDC to determine if they have complied with this Agreement, subject to non-disclosure rules, regulations and requirements under applicable law; provided, however, that the Company must make sufficient information available to the SLDC for the SLDC's review at the Improvements for purposes of the SLDC determining if the Company has complied with this Agreement.
- (5) During the Term of this Agreement, Company will allow City employees, on behalf of the SLDC, access to the Premises during regular business hours to determine if the terms of this Agreement are being met, if the City provides 48 hours advance notice and the access does not interfere with business operations, activities, visitors or restricted areas. The City's employees may be restricted to a reasonable number of visitors, within reasonable areas of access. Notwithstanding the foregoing, if the

Company denies the SLDC access to the Premises after the SLDC provides at least three consecutive advance notices or three advance notices in a given calendar year, the failure to allow access shall be an event of default under this Agreement.

4. SLDC Economic Incentive Payments.

- (a) Incentive Payments Generally. Subject to the deductions provided for in this Agreement and subject to the other provisions in this Agreement, the SLDC agrees to pay an initial economic incentive payment of \$200,000 to Company by April 30, 2024, and three additional economic incentive payments of \$200,000 each to Company by April 30th of 2025, 2026, 2027, for the preceding Year of this Agreement. Company waives its right to receive an economic incentive payment for any Year of this Agreement if it fails to provide to the SLDC or allow the SLDC to inspect the reports and documentation under Section 3(g) and information required by this Agreement by March 31 for the preceding Year of this Agreement.
- (b) First Economic Incentive Payment. Subject to the waiver provisions in Section 4(a) of this Agreement and the deductions provided for in this Agreement, the SLDC will make the first economic incentive payment of \$200,000 to the Company by April 30, 2024 if by March 31, 2024:
- (1) Company provides the SLDC with a copy of the deed showing that Schlumberger Technology Corporation owns the Premises;
 - (2) Company submits to the SLDC a copy of the current certificate of occupancy for the Premises;
 - (3) The SLDC confirms that the Company is occupying the Premises and Improvements through the verification of the Company's fulfillment of the obligations as listed in Section 3(e); and
 - (4) The SLDC confirms that as of January 31, 2024 Schlumberger Technology has named the City of Sugar Land as one of the locations of its national headquarters in all of their printed materials, advertisements and publications distributed through the internet, including, at a minimum, all investment materials, online location maps and descriptions and any Fortune 500 lists.
- (5) Company:
- (A) Submits or makes available to the SLDC for review at the Premises or Sugar Land campus the latest Texas Workforce Commission records for each quarter of the preceding Year of the Agreement that show the number of Employees and their Annual Salary;
 - (B) Submits or makes available to the SLDC for review at the Premises or Sugar Land campus the latest report from their internal reporting system showing the number

of Employees and the Annual Salary for each at the end of each month of the required reporting year;

- (6) The SLDC confirms that the number of Employees required by this Agreement with an average Annual Salary of at least \$100,000 is employed on the Premises;
 - (7) Company submits to the SLDC the receipts and invoices showing that by December 31, 2023, it has spent at least \$10,000,000 in 2021, \$10,000,000 in 2022, and \$10,000,000 in 2023, on materials and services for the Improvements;
 - (8) Company submits to the SLDC receipts, invoices, and other documentation acceptable to the SLDC showing the amount of Sales and Use Tax generated by its purchases within the City of construction materials for the Improvements prior to December 31, 2023, in accordance with Section 3(b)(1);
 - (9) Company submits to the SLDC an affidavit signed by the Company affirming that it has paid the contractor(s) performing work on or providing equipment, materials and personal property for the Improvements the amount as specified by Section 3(a)(4), unless a payment(s) is otherwise disputed by Company in good faith, and the invoices, receipts, and other documentation provided under Section 4(b)(8) above are true and correct;
 - (10) Company submits to the SLDC receipts, invoices, and other documentation acceptable to the SLDC showing the amount they have spent on the purchase of goods or services for which a State sales tax and City Sales Tax is collected in the preceding Year of the Agreement in accordance with Section 3(b)(2);
 - (11) Company submits to the SLDC or makes available at the Premise for inspection receipts, invoices and any other documents acceptable to the SLDC showing the number of hotel room nights their employees and Guests have rented within the City during the preceding Year of this Agreement;
 - (12) Company provides the SLDC with a letter certifying that it is in compliance with the requirements of this Agreement as of that date; and
 - (13) Company submits to the SLDC any other reports or documentation required by this Agreement.
- (c) Three Succeeding Economic Incentive Payments. Subject to the waiver provisions of Section 4(a) of this Agreement and the deductions provided for in this Agreement, the SLDC will make three economic incentive payments to Company, each in the amount of \$200,000, by April 30th, 2025, 2026, and 2027, if by March 31 of that year:
- (1) The SLDC confirms that Company is occupying and has occupied the Premises in the preceding Year of this Agreement for the purposes specified in this Agreement by

- reviewing the documentation required under this Agreement to verify the number of Employees;
- (2) The SLDC confirms that in the preceding Year of this Agreement Schlumberger Technology has named the City of Sugar Land as the location of one of its U.S. land corporate headquarters in all of their printed materials, advertisements and publications distributed through the internet, including, at a minimum, all investment materials, online location maps and descriptions and any Fortune 500 lists;
 - (3) Company:
 - (A) Submits or makes available to the SLDC for review at the Premises or Sugar Land campus the latest Texas Workforce Commission records for each quarter of the preceding Year of this Agreement pertaining to them that show the number of Employees and their Annual Salary; and
 - (B) Submits or makes available to the SLDC for review at the Premises or the Sugar Land campus the latest report from its internal reporting system showing the number of Employees and the Annual Salary for each at the end of each month of the required reporting year;
 - (4) The SLDC confirms that in the preceding Year of this Agreement, the required number of Employees with an average Annual Salary of at least \$100,000 are employed at the on the Premises and at the Improvements;
 - (5) Company submits to the SLDC receipts, invoices, and any other documents acceptable to the SLDC showing the Company's taxable purchases within the City during the preceding Year of this Agreement in accordance with Section 3(b)(2);
 - (6) Company submits to the SLDC receipts, invoices and any other documents acceptable to the SLDC showing the number of hotel room nights the Company's employees and Guests have rented within the City during the preceding Year of this Agreement;
 - (7) Company provides the SLDC with a letter certifying that it is in compliance with the requirements of this Agreement as of that date; and
 - (8) Company submits to the SLDC any other reports or documentation required by this Agreement.
- (d) The SLDC is funding this Agreement exclusively from economic development sales taxes it receives under the provisions of the Development Corporation Act of 1979, as amended (currently codified as Chapters 501 through 505, Tex. Local Gov't Code.). Should any legal impediment arise during the term of this Agreement, including a change in law, that prevents or prohibits the SLDC from making future incentive payments under this Agreement, either party may terminate this Agreement without further liability to the other. If this Agreement is terminated under this Section 4(d), the SLDC will not require the

Company to repay to the SLDC prior incentive payments made to the Company unless the change in law or legal impediment requires it.

5. Term. This Agreement is effective on the later date of the two dates signed by the parties below.

6. Termination.

- (a) Unless terminated earlier as allowed in this Agreement, this Agreement terminates on April 30, 2027.
- (b) If Company fails to provide documentation by March 31, 2024, showing that it has spent at least \$10,000,000 in 2021, \$10,000,000 in 2022, and \$10,000,000 in 2023 on materials and services for the Improvements, as required by Paragraph 3(a), then this Agreement shall terminate immediately, without notice, and be of no further force and effect. The SLDC will have no obligation to make any incentive payments under this agreement.
- (c) This paragraph is required by Chapter 2264, Tex. Gov. Code and governs over any conflicting provisions of this Agreement. While Chapter 2264 is in effect, Company will not knowingly employ, during the Term of this Agreement undocumented workers as that term is defined in Section 2264.001, Tex. Gov. Code. If the either Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the conviction is a default of this Agreement and the city manager will send Company written notice that the provisions of this paragraph have been violated and that the Agreement terminates 30 days from the date of the notice.
- (d) Any party may terminate this Agreement during its term as provided in this paragraph if the other party fails to comply with its terms after any applicable notice and opportunity to cure periods provided in this Agreement or by law. The party alleging the default will give the other parties notice of the default in writing. If the party in default fails to cure the default within 60 days after the date of the notice, the party giving the notice may terminate this Agreement by written notice to the other parties, specifying the date of termination.
- (e) No party may be deemed to be in default of this Agreement if performance of this Agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the parties during the time, but only for so long as the event of force majeure reasonable prevents performance.

7. Original Agreement. The parties recognize and acknowledge that upon execution of this Agreement the Original Agreement is terminated and of no further force and effect.

8. Miscellaneous Provisions.

- (a) Remedies Cumulative. The rights and remedies provided in this Agreement or under other laws are cumulative and the exercise of any particular right or remedy does not preclude the exercise of any other right or remedy.

(b) Law Governing and Venue. The laws of the State of Texas govern this Agreement and no lawsuit may be prosecuted on this Agreement except in a court of competent jurisdiction located in Fort Bend County, Texas.

(c) Notices. Any notice required to be given by one party to another must be given in writing addressed to the party to be notified at the address set forth below, (1) by delivering the notice in person, (2) by depositing the notice in the U. S. Mail, certified or registered, return receipt requested, postage prepaid, (3) by depositing the notice with Federal Express or another nationally recognized courier service for next day delivery, or (4) by sending the notice by telefax with confirming copy sent by mail. Notice deposited in the U.S. Mail is deemed effective on the date of deposit. Notice given in any other manner is effective when received by the party to be notified. For the purposes of notice, the addresses of the parties to whom notice is to be given, until changed by given notice to the other as provided herein, is as follows:

SLDC: President
 Sugar Land Development Corporation
 c/o Director of Economic Development
 City of Sugar Land
 P. O. Box 110
 Sugar Land, Texas 77487-0110
 Fax: 281-275-2217

With a copy to: City Manager
 City of Sugar Land
 P. O. Box 110
 Sugar Land, Texas 77487-0110
 Fax: 281-275-2721

Company: Schlumberger Technology Corporation
 300 Schlumberger Dr.
 Sugar Land, TX 77478

(d) Assignment. The Company may not assign this Agreement to any other person or entity unless the SLDC consents in writing to the assignment.

(e) City Authority. The City's city manager or any employee authorized by the city manager is authorized to act on behalf of the SLDC in the administration or enforcement of this Agreement.

(f) Retention of Records. The Company must retain all records, documents, and information made available to the SLDC for review under this Agreement for a period of seven years from the date of creation of the record, document or information. This provision survives termination or expiration of this Agreement.

SUGAR LAND DEVELOPMENT CORPORATION

SCHLUMBERGER TECHNOLOGY CORPORATION

Stewart Jacobson, President

By: _____



Print Name: Chad Peterson

Title: Managing Director US Land

Date: _____

Date: 6/7/2023

ATTEST:

Natalie Serrano, Interim City Secretary

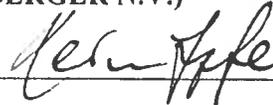
Approved as to Form:

Dan Shea Smith

Schlumberger Limited (Schlumberger N.V.) is signing this Agreement solely for acknowledging that it is no longer a party to the Original Agreement, as amended by this Agreement.

**SCHLUMBERGER LIMITED
(SCHLUMBERGER N.V.)**

By: _____



Print Name: KEVIN FYFE

Title: VP TREASURER

Date: 5/26/2023

The City of Sugar Land is signing this Agreement solely for acknowledging that the City has no obligations under the Original Agreement, as amended by this Agreement.

CITY OF SUGAR LAND

Michael W. Goodrum, City Manager

ATTEST/SEAL

Natalie Serrano, Interim City Secretary