

Contract For Sale of Commercial Real Estate at Auction

Date _____ Seller: **SCHLUMBERGER TECHNOLOGY CORPORATION**

Property No. _____

Legal Description **SEE EXHIBIT A
ATTACHED
HERETO AND
INCORPORATED
HEREIN BY
REFERENCE** Purchaser: _____
Purchaser Contact: _____
TELEPHONE: _____
EMAIL: _____

Additional Disclosures **SEE
DISCLOSURE
EXHIBIT B
ATTACHED
HERETO AND
INCORPORATED
HEREIN BY
REFERENCE** Auctioneer: **WILLIAMS & WILLIAMS
MARKETING SERVICES INC.**
Auctioneer Contact: **24448 E 81ST ST,
SUITE 2600
TULSA, OK 74137
TELEPHONE: 866-788-1422
FAX: 918-362-6788**

Auction Type: Reserve Purchase Price: _____ \$
Buyer's Premium: _____ \$
Earnest Money: _____ \$
Closing Date: _____

By signing below, Purchaser acknowledges reading, understanding, and agreeing to be bound by the Agreement of Purchase and Sale to which this cover page is attached (the "Contract"). Purchaser acknowledges receipt of the Contract and understands and agrees to his/her digital signature being placed in the "Purchaser" blanks on the attached Contract and understands that the digital signature has full force and effect as Purchaser's original signature. Purchaser shall receive a fully executed version of this Contract via email address or facsimile number provided at time of registration:

Purchaser Signature

Purchaser Signature

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made to be effective as of the Effective Date (as defined in the cover page attached hereto), by and between Seller and Purchaser (as those terms are defined in the cover page attached hereto).

Through Auctioneer (as defined in the cover page attached hereto), Seller offered the Property set forth above for sale by the type of auction set forth in the cover page attached hereto (the "Auction"). At the conclusion of the Auction, Purchaser was identified by Auctioneer as the highest qualified bidder and Purchaser thereupon executed this Agreement and delivered it to Auctioneer. Upon receipt of the Earnest Money and a signed copy of this Agreement from Purchaser, Seller will execute this Agreement. The Effective Date of this Agreement is defined in Section 10.23 below. As the highest qualified bidder at an Auction of the Property, as recorded by the Auctioneer, Purchaser made and hereby makes an irrevocable offer ("offer") under the terms herein to purchase the Property. Lee & Associates of Houston, Texas is the real estate broker of record for Seller in this transaction and shall be herein referred to as "Seller's Broker".

ARTICLE I PURCHASE AND SALE

1.1 Agreement of Purchase and Sale.

Subject to the terms and conditions hereinafter set forth and for the consideration stated herein, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller at Closing (defined below) all that certain real property described on Exhibit A attached hereto and made a part hereof for all purposes, together with any and all improvements situated thereon, and all rights, tenements, hereditaments, easements, appendages, privileges and appurtenances pertaining thereto, and any right, title and interest of Seller in and to the adjacent streets, alleys and rights-of-way and any adjacent strips or gores of real estate (collectively the "Property").

1.2 Permitted Exceptions.

The Property shall be conveyed subject to the following matters (collectively the "Permitted Exceptions"):

(a) the matters deemed to be Permitted Exceptions pursuant to Section 2.1 hereof;

(b) building restrictions and zoning regulations heretofore or hereafter adopted by any governmental, municipal or other public authority relating to or encumbering the Property; and

(c) real property taxes for the year of Closing (if such taxes are not yet due and payable) and subsequent years, which taxes shall be prorated at Closing, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

1.3 Purchase Price.

The high bid purchase price for the Property is in the amount set forth in the cover page attached hereto (the "Purchase Price").

1.4 Payment of Total Purchase Price.

The Total Purchase Price shall be paid by Purchaser to Seller in cash or immediately available funds at Closing.

1.5 Earnest Money.

Within two (2) business days after the conclusion of the Auction, Purchaser shall deposit the amount of the Earnest Money (as defined in the cover page attached hereto) with Riverway Title Company (the "***Title Company***"), having its office at 5 Riverway, Suite 300, Houston, Texas 77056, Attn: Andrew Wheat; Telephone No.: (713) 266-2595; Email: Awheat@riverwaytitle.com, in cash or other immediately available funds. All interest, if any, accruing on the Earnest Money shall become a part thereof and shall be delivered to the party entitled to receive the Earnest Money. If Purchaser fails to deposit the Earnest Money with the Title Company as provided for herein, Seller shall have the right to terminate this Agreement, in which event neither party shall have any further rights, duties or obligations hereunder, other than Purchaser's Repair and Indemnification Obligations (as such term is defined in Section 3.2 hereof), which shall survive the termination of this Agreement. Purchaser and Seller hereby agree that the Title Company identified above shall serve as the title insurance provider and escrow agent for the purchase and sale of the Property governed by this Agreement.

ARTICLE II
TITLE

2.1 Title Insurance.

Prior to the date of the Auction, Purchaser acknowledges that it was given an opportunity to review a commitment for title insurance ("Title Commitment") covering the Property, binding the Title Company to issue an Owner's Policy of Title Insurance (the "Owner's Policy"), subject to the following "Permitted Exceptions": (i) mineral, oil and gas interest (whether owned, severed, or reserved); (ii) all easements, encroachments, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters of record or which could be disclosed by an accurate and complete survey or inspection of the Property; (iii) all restrictions on the use of the Property, whether or not recorded, under existing and future laws, ordinances, and regulations; (iv) subdivision, deed, and plat restrictions of record; (v) current city, state and county ad valorem property and sanitary sewer taxes not yet due and payable; (vi) current leases affecting the Property; (vii) customary exceptions made to the Title Commitment by the Title Company; (viii) those easements, restrictions, encumbrances, or mortgages set forth in the Title Commitment provided to Purchaser prior to Auction and any updates thereto; and (ix) other easements, restrictions, encumbrances or mortgages specified in this Agreement or any exhibit incorporated herein. "Preclusion to title" shall be in the sole discretion of the Title Company and shall mean

any issue which would preclude clear title or transfer thereof, including boundary/title disputes, lost deeds, or payoff statements. No matter shall be construed as a valid objection or preclusion to title under this Contract unless it is: a) not a Permitted Exception; b) is construed to be a valid preclusion to title by the Title Company; and c) written notice thereof is delivered to Seller not less than ten (10) days prior to Closing. In case of such valid objection or preclusion to title, Seller shall, at Seller's option: have one-hundred and twenty (120) days (the "Cure Period") from the date of the original Closing or such additional time as may be agreed to in writing by the Parties to satisfy such objections and preclusions; or choose to terminate the transaction by returning Purchaser's Earnest Money upon which the parties shall incur no further liability to the transaction or each other. If such objections cannot be satisfied within the Cure Period, Purchaser shall have the right to terminate this Agreement by delivering written notice to Seller after the expiration of the Cure Period and prior to the satisfaction of Purchaser's objections, in which event the Earnest Money shall be returned to the Purchaser and this Agreement shall be of no further force and effect.

2.2 Owner's Policy.

At Closing, the Title Company shall furnish to Purchaser, at Purchaser's expense, the Owner's Policy. The Owner's Policy may contain as exceptions the standard printed exceptions and the Permitted Exceptions. Notwithstanding anything contained herein to the contrary, if Purchaser requests any endorsements, modifications or additional title insurance coverage, Purchaser shall pay all fees and additional premiums charged by the Title Company in connection therewith.

ARTICLE III DUE DILIGENCE

3.1 Delivery of Materials.

SELLER, AUCTIONEER, AND SELLER'S BROKER MAKE NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY (THE "DUE DILIGENCE MATERIALS"). PURCHASER ACKNOWLEDGES AND AGREES THAT ALL MATERIALS, DATA AND INFORMATION DELIVERED BY SELLER, AUCTIONEER, OR SELLER'S BROKER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY ARE PROVIDED TO PURCHASER AS A CONVENIENCE ONLY WITHOUT REPRESENTATION OR WARRANTY AND THAT ANY USE OF SUCH MATERIALS, DATA OR INFORMATION BY PURCHASER SHALL BE AT THE SOLE RISK OF PURCHASER.

3.2 No Inspection Contingency.

(a) Disclaimer. PURCHASER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER "AS IS" AND "WHERE IS," WITH ALL FAULTS, IF ANY, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL

CONDITION OF THE PROPERTY, AND SELLER, AUCTIONEER, AND SELLER'S BROKER DO HEREBY DISCLAIM ANY AND ALL WARRANTIES, AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OF ANY KIND TO PURCHASER INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATING TO (A) THE PHYSICAL CONDITION OF THE LAND AND IMPROVEMENTS, IF ANY, (B) THE SUITABILITY, HABITABILITY, MERCHANTABILITY, OR DESIGN OF THE PROPERTY FOR A PARTICULAR PURPOSE, (C) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS, (D) ACCESS TO THE PROPERTY, (E) THE AVAILABILITY OF UTILITIES TO DEVELOP THE PROPERTY, (F) THE COMPLIANCE OF THE PROPERTY WITH LAWS AND REGULATIONS, INCLUDING WITHOUT LIMITATION, ENVIRONMENTAL LAW AND (G) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON, OR UNDER THE PROPERTY. PURCHASER ACKNOWLEDGES THAT SELLER, AUCTIONEER, AND BROKER MAKE NO, AND EXPRESSLY DISCLAIM ANY, WARRANTIES OR REPRESENTATIONS CONCERNING THE ACCURACY OR COMPLETENESS OF ANY OF THE PROPERTY DOCUMENTS.

(b) Acknowledgment of Inspection. PURCHASER COVENANTS, REPRESENTS AND WARRANTS THAT: (i) IT WAS PURCHASER'S SOLE RESPONSIBILITY TO INSPECT THE PROPERTY PRIOR TO BIDDING TO DETERMINE THE LOCATION OF STRUCTURES, EASEMENTS, IMPROVEMENTS, INHABITABILITY, USE AND ENCROACHMENTS OR TO DETERMINE ANY OTHER MATTERS RELEVANT TO PURCHASER'S DECISION TO PURCHASE; (ii) THE PROPERTY IS BEING SOLD IN GROSS AND THAT ANY ESTIMATES OF SIZE OR ACREAGE WERE AND ARE APPROXIMATIONS ONLY; (iii) THAT PURCHASER HAS HAD MORE THAN TEN (10) DAYS BEFORE SIGNING THIS CONTRACT TO MAKE ANY AND ALL INDEPENDENT INSPECTIONS OF THE PROPERTY TO PURCHASER'S COMPLETE AND TOTAL SATISFACTION; (iv) DURING THIS PERIOD PURCHASER WAS SPECIFICALLY ADVISED BY SELLER, AUCTIONEER, AND SELLER'S BROKER TO SEEK FROM INDEPENDENT SOURCES OF PURCHASER'S CHOOSING EXPERT ADVICE AND/OR INSPECTIONS ON ALL MATTERS AFFECTING THE PROPERTY OR PURCHASER'S DECISION TO PURCHASE INCLUDING BUT NOT LIMITED TO A LEAD BASED PAINT INSPECTION OR RISK ASSESSMENT, RADON GAS TEST, MOLD INSPECTION, SURVEY, APPRAISAL, STRUCTURAL REPORT, HEAT/AIR INSPECTION, EMP INSPECTION, ROOF INSPECTION, TERMITE INSPECTION, INSURANCE INSPECTION, FLOOD HAZARD INSPECTION, ENVIRONMENTAL AUDIT, AND LEGAL ADVICE; (v) PURCHASER UNDERSTANDS AND AGREES THAT NEITHER SELLER, AUCTIONEER, NOR SELLER'S BROKER ARE REQUIRED OR WILL MAKE ANY INSPECTIONS OR REPAIRS OF ANY KIND WHATSOEVER TO THE PROPERTY; THAT PURCHASER'S INSPECTION OF THE PROPERTY (OR WAIVER THEREOF) HAS RELIEVED AND SHALL RELIEVE THE FOREGOING OF ANY LIABILITY TO PURCHASER AND PURCHASER HEREBY ACCEPTS ALL LIABILITY, AS BETWEEN PURCHASER AND THE FOREGOING, AND SHALL INDEMNIFY AND HOLD HARMLESS SELLER, AUCTIONEER, SELLER'S BROKER, THEIR AFFILIATES, AGENTS, EMPLOYEES,

OFFICERS, REPRESENTATIVES AND OWNERS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DEMANDS, OR ACTIONS INCIDENT TO, RESULTING FROM OR IN ANY WAY ARISING OUT OF THIS TRANSACTION, OR THE CONDITION, POSSESSION, OWNERSHIP, MAINTENANCE OR USE OF THE PROPERTY AND THAT SUCH INDEMNITY SHALL SURVIVE CLOSING AND NOT BE MERGED THEREIN; (vi) PURCHASER'S OPPORTUNITY TO INSPECT OR THE WAIVER THEREOF WAS TAKEN FULLY INTO CONSIDERATION IN DETERMINING THE OFFER MADE HEREIN AND REPRESENTS PURCHASER'S EXPRESS INTENT TO ACCEPT ALL LIABILITY ATTENDANT THERETO; AND, (vii) NEITHER SELLER NOR ANYONE ON SELLER'S BEHALF HAS MADE, OR IS MAKING, ANY WARRANTIES OR REPRESENTATIONS RESPECTING THE PROPERTY OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, IF ANY.

(c) Survival. THE ACKNOWLEDGEMENTS AND AGREEMENTS OF PURCHASER SET FORTH IN THIS SECTION 3.2 WILL SURVIVE THE CLOSING.

ARTICLE IV CONDITIONS PRECEDENT

4.1 Conditions Precedent to Seller's Obligations.

It shall be an express condition precedent to Seller's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Seller, with any waiver to be effective only if the same is executed by an authorized officer of Seller, expressly waives a particular condition and expressly refers to this Section 4.1:

(a) All representations and warranties made by Purchaser pursuant to this Agreement shall be true and correct in all material respects; and

(b) All covenants and other obligations of Purchaser set forth in this Agreement shall have been fully and timely performed in all material respects.

If all of the above described conditions are not fully satisfied or waived by Seller in the manner specified above as of the date of Closing, Seller shall have the right, but not the obligation, to terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder (other than Purchaser's Repair and Indemnification Obligations which shall survive the termination of this Agreement) and the Earnest Money shall be returned to Purchaser; provided, however, that nothing contained in this Section 4.1 is intended to be or shall be construed as a limitation of any remedies available to Seller pursuant to Section 7.1 hereof if Purchaser defaults under this Agreement.

4.2 Conditions Precedent to Purchaser's Obligations.

It shall be an express condition precedent to Purchaser's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by

Purchaser, with any waiver to be effective only if the same is executed by an authorized officer of Purchaser, expressly waives a particular condition and expressly refers to this Section 4.2:

(a) All representations and warranties made by Seller pursuant to this Agreement shall be true and correct in all material respects; and

(b) All covenants and other obligations of Seller set forth in this Agreement that if not performed would have a material adverse effect on Purchaser's rights under this Agreement shall have been fully and timely performed in all material respects.

If all of the above described conditions are not fully satisfied or waived by Purchaser in the manner specified above as of the date of Closing, Purchaser shall have the right, but not the obligation, to terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder (other than Purchaser's Repair and Indemnification Obligations which shall survive the termination of this Agreement) and the Earnest Money shall be returned to Purchaser; provided, however, that nothing contained in this Section 4.2 is intended to be or shall be construed as a limitation of any remedies available to Purchaser pursuant to Section 7.2 hereof if Seller defaults under this Agreement.

ARTICLE V CLOSING

5.1 Time and Place.

The closing of the transaction contemplated hereby ("Closing") shall take place at the offices of the Title Company on the date set forth in the cover page attached hereto, or on such earlier date and at such time as may be agreed upon in writing by Seller and Purchaser.

5.2 Seller's Obligations at Closing.

At Closing, Seller shall:

(a) deliver to Purchaser a Special Warranty Deed (the "Deed") in form acceptable to Seller, conveying the Property to Purchaser free and clear of all encumbrances except the Permitted Exceptions;

(b) join with Purchaser in the execution and acknowledgement of any disclosure notices and reports required by applicable state and local law in connection with the conveyance of real property;

(c) deliver to Purchaser a FIRPTA Affidavit (the "FIRPTA Affidavit") in form acceptable to Seller, stating that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, and if Seller is unable or unwilling to deliver the FIRPTA Affidavit, in lieu thereof the funds payable to Seller shall be adjusted in such a manner as to comply with the withholding provisions of such statutes;

(d) deliver to Purchaser such evidence as Purchaser and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller.

5.3 Purchaser's Obligations at Closing.

At Closing, Purchaser shall:

(a) pay the Purchase Price and Buyer's Premium (as such are defined in the cover page hereto) in cash or readily available funds, it being agreed that the Earnest Money shall be delivered to Seller at Closing and applied towards payment of the Purchase Price;

(b) join with Seller in execution of the instruments described in Section 5.2(b) hereof;

(c) file or cause to be filed, in a timely manner, all reports or returns required by Section 6045(e) of the Internal Revenue Code of 1986, as amended (the "Code"); and

(d) deliver to Seller such evidence as Seller and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser.

5.4 Prorations.

(a) Real property taxes for the year of Closing shall be prorated, with any apportionment of real estate taxes to be made with respect to a tax year for which either the tax rate or assessed valuation or both have not yet been fixed, to be upon the basis of the tax rate and/or assessed valuation last fixed; provided, however, that Seller and Purchaser agree that to the extent the actual real property taxes for the current year differ from the amount apportioned at Closing, Seller and Purchaser will make adjustments pursuant to Section 5.4(b) hereof; and

(b) Seller shall receive the income from and be responsible for expenses incurred with regard to the Property prior to the date of Closing. Purchaser shall receive the income from and be responsible for expenses incurred with regard to the Property on and after the date of Closing. Purchaser shall pay any taxes and assessments assessed against the Property by any taxing authority for the year of Closing or prior years based on change in use or ownership. All such apportionments shall be subject to post-Closing adjustments as necessary to reflect later relevant information not available at Closing and to correct any errors made at Closing with respect to such apportionments and the party receiving more than it was entitled to receive hereunder shall reimburse the other party hereto in the amount of such overpayment within thirty (30) days after receiving written demand therefor. The provisions of this Section 5.4 shall survive Closing.

5.5 Closing Costs.

Seller shall pay (a) the fees of any counsel representing it in connection with the transaction contemplated hereby, (b) one-half (1/2) of the fees for recording the Deed, and (c) one-half (1/2)

of any escrow fee which may be charged by the Title Company in connection with the transaction contemplated hereby.

Purchaser shall pay (a) the fees of any counsel representing Purchaser in connection with the transaction contemplated hereby, (b) the basic premium for the Owner's Policy and the fees and additional premiums charged by the Title Company in connection with any endorsements, modifications or additional title insurance coverage requested by Purchaser in connection with the Owner's Policy, (c) the cost of the Survey, (d) documentary fees and transfer taxes, if any, (e) one-half (1/2) of the fees for recording the Deed, and (f) one-half (1/2) of any escrow fees charged by the Title Company in connection with the transaction contemplated hereby. All other costs and expenses incurred in connection with the transaction contemplated hereby shall be paid by the party incurring the same.

ARTICLE VI REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Representations and Warranties of Seller.

Seller hereby makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Seller has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Seller pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Seller. All other agreements contemplated hereby to be executed and delivered by Seller will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Seller. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Seller enforceable in accordance with their respective terms; and

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Seller is a party or to which all or any part of the Property is bound, (ii) result in an acceleration or increase of any amounts due from Seller to any person or entity (other than any liens or other encumbrances that will be released at or prior to Closing), (iii) conflict with or violate the organizational documents of Seller, (iv) result in the creation or imposition of any lien on the Property, or (v) violate any law, statute, ordinance, regulation, judgment, writ, injunction, rule, decree, order or any other restriction of any kind or character applicable to Seller or the Property.

6.2 Representations and Warranties of Purchaser.

Purchaser hereby makes the following representations and warranties to Seller, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Purchaser has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Purchaser pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Purchaser. All other agreements contemplated hereby to be executed and delivered by Purchaser will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Purchaser. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms;

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Purchaser is a party, (ii) conflict with or violate the organizational documents of Purchaser, or (iii) violate any law, statute, ordinance, regulation, judgment, writ, injunction, rule, decree, order or any other restriction of any kind or character applicable to Purchaser;

(d) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”);

(e) Neither Purchaser nor any officer or director of Purchaser is either a “party in interest” (as defined in Section 3(14) of ERISA) or a “disqualified person” (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller; and

(f) Purchaser is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the “Executive Order”) and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (the “OFAC”) and in any enabling legislation or other executive orders or regulations in respect thereof (the Executive Order and such other rules, regulations, legislation, or orders are collectively called the “Executive Orders”). Neither Purchaser nor any beneficial owner of Purchaser is (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the OFAC pursuant to the Executive Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC or pursuant to any other applicable Executive Orders (such lists are collectively referred to as the “Lists”), (ii) person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders, or (iii) owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders.

6.3 Covenants of Purchaser.

Purchaser hereby covenants to Seller, which covenants shall survive Closing, as follows:

(a) PURCHASER ACKNOWLEDGES THAT THE PRESENCE OF HAZARDOUS SUBSTANCES (AS SUCH TERM IS DEFINED BELOW) MAY EXIST AT THE PROPERTY. . PURCHASER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL CLAIMS AGAINST SELLER AND SELLER'S PREDECESSORS IN INTEREST, ARISING FROM THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY THAT ARE CAUSED OR INTRODUCED TO THE PROPERTY BY PURCHASER OR ITS EMPLOYEES, AGENTS OR CONTRACTORS. As used in this Agreement, the term "Hazardous Substances" means any and all substances, materials and wastes which are or become regulated under applicable local, state or federal Environmental Laws or that are classified as hazardous or toxic under local, state or federal Environmental Laws or regulations, including, without limitation, (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "solid waste," "pollutant" "contaminant" or words of similar import as such terms are defined by or listed in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.) ("EPCRA"), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984, the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Control Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Federal Clean Air Act (42 U.S.C. § 7401 et seq.), and in the regulations promulgated pursuant to such laws, all as amended, (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101) or 40 CFR Part 302, both as amended, (iii) any material, waste or substance which is (A) oil, gas or any petroleum or petroleum by-product, (B) asbestos, in any form, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended, (E) flammable explosives, or (F) radioactive materials (collectively "Environmental Laws"). IT IS THE INTENTION OF SELLER AND PURCHASER THAT THE WAIVER CONTAINED IN THIS SECTION 6.3(A) APPLY TO ALL CLAIMS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT ARISE IN WHOLE OR IN PART AS A RESULT OF SELLER'S SOLE OR CONCURRENT NEGLIGENCE, OR THE SOLE OR CONCURRENT NEGLIGENCE OF SELLER'S AGENTS, EMPLOYEES, CONTRACTORS AND/OR PREDECESSORS IN INTEREST;

(b) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of ERISA;

(c) Neither Purchaser nor any officer or director of Purchaser is either a “party in interest” (as defined in Section 3(14) of ERISA) or a “disqualified person” (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller;

(d) Purchaser shall make its policies, procedures and practices regarding compliance with the Executive Orders, if any, available to Seller for its review and inspection during normal business hours and upon reasonable prior notice; and

(e) If Purchaser or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Purchaser shall immediately notify Seller in writing, and in such event, Seller shall have the right to terminate this Agreement without penalty or liability to Purchaser upon written notice to Purchaser, in which event, the Earnest Money shall be returned to Purchaser.

6.4 Waiver of Representations and Warranties, Covenants and Indemnities.

Notwithstanding anything to the contrary contained in this Agreement, if either party consummates the transaction contemplated hereby with actual knowledge of (a) a breach of the other party’s representations and warranties or covenants hereunder, or (b) an event or condition that upon the passage of time, the giving of notice or both, would constitute such a breach, (c) a claim against the other party pursuant to any of the indemnification provisions contained in this Agreement, or (d) an event or condition that upon the passage of time, the giving of notice or both, would constitute a claim against the other party under any indemnification provision contained in this Agreement, then the party that consummates the transaction contemplated hereby with such knowledge shall be irrevocably deemed to have waived any and all representations and warranties, covenants or indemnities set forth in this Agreement relating to such breach, claim, condition or event.

ARTICLE VII DEFAULT

7.1 Default by Purchaser.

If Purchaser fails to consummate this Agreement for any reason, except Seller’s default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement (except for Purchaser’s Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and receive the Earnest Money, as liquidated damages for the breach of this Agreement. Seller and Purchaser stipulate and agree that (a) the damages to Seller if Purchaser defaults under this Agreement are difficult or impossible to accurately estimate and (b) the amount of the Earnest Money is a reasonable forecast of just compensation for the harm that would be caused to Seller upon Purchaser’s default.

7.2 Default by Seller.

If Seller fails to consummate this Agreement for any reason, except Purchaser's default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Purchaser shall be entitled, as its sole and exclusive remedy, to (a) terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and receive a refund of the Earnest Money or (b) enforce specific performance of this Agreement against Seller, provided, however, that any action for specific performance must be filed no later than thirty (30) days after the scheduled date of Closing. If Purchaser terminates this Agreement pursuant to the preceding sentence, Seller shall be released from any and all duties, obligations and liability hereunder. Under no circumstance will Seller be liable for special, consequential or punitive damages, it being understood by Purchaser that the above described remedy is Purchaser's sole and exclusive remedy.

ARTICLE VIII CASUALTY AND CONDEMNATION

8.1 Casualty.

If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller, is equal to or in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00), Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Casualty Termination Notice") within ten (10) days after the date Purchaser receives written notice of the damage or destruction, in which event the Earnest Money shall be returned to Purchaser, or elect to consummate the transaction contemplated hereby, in which event Seller's right to any property insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If Purchaser fails to send Seller a Casualty Termination Notice prior to the expiration of such ten (10) day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.1 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, Seller's right to any property insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller is less than One Hundred Thousand and No/100 Dollars (\$100,000.00), Purchaser shall have no right to terminate this Agreement as a result thereof, Seller's right to any property insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction.

8.2 Condemnation.

If any condemnation or written threat of condemnation of all or any material part of the Property occurs subsequent to the Effective Date and prior to the date of Closing, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Condemnation Termination Notice") within ten (10) days after the date Purchaser receives written notice of the condemnation or written threat of condemnation in which event the Earnest Money shall be returned to Purchaser, or Purchaser may elect to consummate the transaction contemplated hereby, in which event Seller's right to all condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation. If Purchaser fails to send Seller a Condemnation Termination Notice prior to the expiration of such ten (10) day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.2 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, Seller's right to all condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation.

ARTICLE IX COMMISSIONS; BUYER'S PREMIUM

9.1 Commissions.

Seller agrees to pay to Auctioneer and Seller's Broker a commission if the transaction contemplated hereby is consummated, but not otherwise. The aggregate amount of such commission shall be in the amount of six percent (6%) of the Purchase Price paid at Closing, and shall be shared evenly by Auctioneer and Seller's Broker. Each party represents and warrants to the other there has been no broker, finder, real estate agent or similar agent (other than Auctioneer and Seller's Broker) engaged in connection with the transaction contemplated hereby and each party agrees that should any claim be made for brokerage commissions or finder's fees by any broker, finder or agent (other than Auctioneer and Seller's Broker) by, through or on account of any acts of the indemnifying party or its agents, employees or representatives, the indemnifying party will hold the other party free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys' fees, accountants' fees, court costs and interest) in connection therewith. The provisions of this Section 9.1 shall survive Closing.

9.2 Buyer's Premium.

In addition to the Purchase Price and any other amounts required to be paid by Purchaser under this Agreement, at Closing, Purchaser shall pay to Auctioneer the amount of the Buyer's Premium (as defined in the cover page attached hereto). Purchaser agrees that should any claim be made by Auctioneer for the Buyer's Premium, Purchaser will hold Seller free and harmless from and against any and all loss, liability, cost, damage and expense (including, without

limitation, attorneys' fees, accountants' fees, court costs and interest) in connection therewith. The provisions of this Section 9.2 shall survive Closing

ARTICLE X
MISCELLANEOUS

10.1 Disclaimers.

AS A MATERIAL INDUCEMENT TO SELLER TO ENTER INTO THIS AGREEMENT AND TO SELL THE PROPERTY TO PURCHASER, PURCHASER FURTHER WARRANTS AND REPRESENTS THAT EXCEPT FOR SELLER'S REPRESENTATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT (A) PURCHASER IS NOT RELYING UPON ANY STATEMENT OR REPRESENTATION OF SELLER OR ANY OF SELLER'S AGENTS, INCLUDING, WITHOUT LIMITATION, AUCTIONEER AND SELLER'S BROKER, IN EXECUTING THIS AGREEMENT AND (B) IT IS RELYING SOLELY UPON ITS OWN JUDGMENT IN FORMING THIS AGREEMENT. PURCHASER UNDERSTANDS THAT SELLER IS RELYING UPON ALL OF PURCHASER'S REPRESENTATIONS, INCLUDING THESE DISCLAIMERS, IN ENTERING INTO THIS AGREEMENT. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN PURCHASER IS PURCHASING THE PROPERTY "AS IS" AND "WHERE IS," AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY, THE ZONING CLASSIFICATION OF THE PROPERTY, THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAW, OR THE INCOME OR EXPENSES FROM OR OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT SELLER MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE AND SELLER HEREBY DISCLAIMS ALL SUCH WARRANTIES. WITHOUT LIMITING THE FOREGOING, SELLER SPECIFICALLY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH REGARD TO TITLE TO THE PROPERTY, ANY IMPROVEMENTS THEREON, OR ANY INTEREST THEREIN. TO THE EXTENT THAT WARRANTIES OF TITLE ARE TO BE MADE, SUCH WARRANTIES SHALL BE SET FORTH SOLELY AND EXPRESSLY IN THE DEED, BILL OF SALE, ASSIGNMENT AND OTHER DOCUMENTS USED TO CONVEY THE PROPERTY FROM SELLER TO PURCHASER AT CLOSING. NOTWITHSTANDING THAT A FORM OF DEED AND OTHER DOCUMENTS MAY BE ATTACHED TO THIS AGREEMENT AND/OR REFERENCED HEREIN, NO WARRANTY OF TITLE CONTAINED IN SUCH DEED OR OTHER DOCUMENTS IS INTENDED TO BE INCORPORATED INTO OR MADE A PART OF THIS AGREEMENT.

PURCHASER FURTHER HEREBY IRREVOCABLY WAIVES ANY CLAIMS FOR CONTRIBUTION, COST RECOVERY, DAMAGES, PENALTIES, OR ANY OTHER CLAIM UNDER COMMON LAW OR ENVIRONMENTAL LAW (INCLUDING, WITHOUT LIMITATION, CERCLA), ARISING OUT OF THE HANDLING, STORAGE, DISPOSAL OR RELEASE OF HAZARDOUS SUBSTANCES ON, AT OR UNDER THE PROPERTY, REGARDLESS WHEN THE CIRCUMSTANCES GIVING RISE TO SUCH CLAIM MAY HAVE OCCURRED, EXISTED, OR ORIGINATED. THE DISCLAIMERS, WAIVERS AND OTHER PROVISIONS OF THIS SECTION 10.1 INURE TO THE BENEFIT OF SELLER, AUCTIONEER, SELLER'S BROKER, AND SELLER'S PREDECESSORS IN INTEREST.

SELLER AND PURCHASER EACH STIPULATE AND AGREE THAT (A) PURCHASER IS A SOPHISTICATED PURCHASER OF REAL PROPERTY, (B) THE TERMS OF THIS SECTION 10.1 ARE A MATERIAL PART OF THIS AGREEMENT AND HAVE BEEN SPECIFICALLY READ AND UNDERSTOOD BY PURCHASER, (C) THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THIS SECTION 10.1 HAS BEEN REVIEWED AND FREELY ACCEPTED, AND (D) PURCHASER HAS BEEN REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THIS AGREEMENT.

PURCHASER WARRANTS AND REPRESENTS TO SELLER THAT PURCHASER HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE PURCHASER TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT. FURTHER, PURCHASER ACKNOWLEDGES THAT PURCHASER IS NOT IN A DISPARATE BARGAINING POSITION RELATIVE TO SELLER WITH RESPECT TO THIS AGREEMENT.

THE PROVISIONS OF THIS SECTION 10.1 SHALL SURVIVE CLOSING.

10.2 Discharge of Obligations.

The acceptance of the Deed by Purchaser at Closing shall be deemed to be Purchaser's agreement that: (i) Purchaser is expressly assuming all risks, duties and obligations arising or resulting from the existence of any adverse condition in, on, under or about the Property; and (ii) Purchaser is releasing Seller and Seller's employees, agents and contractors from all responsibility and liability for any and all costs, expenses (including, without limitation, attorneys' fees, attorneys' disbursements and court costs), damages, losses, claims, causes of action, liabilities, liens, encumbrances, penalties, fines and charges, arising or resulting from or pertaining in any way to the condition, valuation or utility of the Property other than those (if any) arising out of any of the warranties and representations contained in this Agreement being incorrect. The acceptance of the Purchase Price by Seller at Closing shall be deemed to be full performance and discharge of every agreement and obligation on the part of Purchaser to be performed pursuant to the provisions hereof, except those, if any, which pursuant to the express provisions of this Agreement survive Closing.

10.3 Assignment.

Purchaser may not assign its rights under this Agreement except with the prior written consent of Seller, which consent may be given or withheld in Seller's sole and absolute discretion. Any assignment or attempted assignment in violation of the provisions of this Section 10.3 shall be null and void and shall constitute a default by Purchaser. If Seller gives its prior written consent to the assignment of Purchaser's rights and obligations under this Agreement to a proposed assignee, any and all sums paid by such assignee to Purchaser in connection with such assignment, other than any sums that are paid to Purchaser as reimbursement of out of pocket expenses actually incurred by Purchaser in connection herewith, shall be the property of and delivered by Purchaser to Seller. Any such sums so delivered to Seller shall be deemed consideration for Seller's consent to the proposed assignment. If Purchaser assigns its rights under this Agreement, the originally-named Purchaser hereunder shall remain liable for the obligations of Purchaser hereunder, Purchaser's Repair and Indemnification Obligations.

10.4 Expiration of Time Periods.

If any time period set forth in this Agreement ends or expires on a Saturday, Sunday or legal holiday in Houston, Texas, such time period shall end or expire on the nearest business day thereafter. Time periods set forth in this Agreement shall be calculated using calendar days unless business days are expressly provided for.

10.5 Notices.

Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, certified mail, return receipt requested, or (d) prepaid facsimile transmission (provided that such facsimile transmission is confirmed by expedited delivery service or by mail in the manner previously described), sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile transmission, upon receipt. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant hereto shall be as follows:

(i) If to Seller:

Schlumberger Technology Corporation
155 Industrial Boulevard, Room 104
Sugar Land, Texas 77478
Attention: Randal Vaughn
Facsimile No.: (281) 285-0026
Email: kvaughn4@slb.com

with a copy thereof to:

David W. Parker
Jackson Walker LLP
1401 McKinney, Suite 1900
Houston, Texas 77010
Email: dparker@jw.com

- (ii) If to Purchaser: As provided in the cover page attached hereto

10.6 Modification.

This Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

10.7 Confidentiality.

Purchaser recognizes, understands and agrees that pursuant to this Agreement it will become aware of certain information regarding Seller and the ownership and operation of the Property, including, without limitation, the Due Diligence Materials. Purchaser agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose any such information to any third party or parties, except to agents, employees or independent contractors advising or assisting Purchaser with the transaction contemplated hereby, potential or actual investors, potential and actual lenders of all or a portion of the Purchase Price and as otherwise expressly allowed pursuant to the terms and provisions of this Agreement. Seller and Purchaser agree that neither of them will issue or participate in any press or other media release in connection with the sale/purchase of the Property until after the Closing. Purchaser further agrees that any press or other media release in connection with the Property after the Closing shall not mention Seller's name unless Seller issues prior written approval of such media release. The provisions of this Section 10.7 shall survive Closing.

10.8 Reporting Requirements.

The Title Company hereby agrees to serve as the "real estate reporting person" as that term is defined in Section 6045(e) of the Code. This Agreement shall constitute a designation agreement, the name and address of the transferor and transferee of the transaction contemplated hereby appear in Section 10.5 hereof and Seller, Purchaser and the Title Company agree to retain a copy of this Agreement for a period of four (4) years following the end of the calendar year in which Closing occurs. The provisions of this Section 10.8 shall survive Closing.

10.9 Municipal Utility District Notices.

Purchaser agrees that if the Property or any portion thereof is located in a municipal utility district, Purchaser will promptly execute any and all notices which, in the opinion of counsel for Seller, are required by law to be given to Purchaser with respect to the Property.

10.10 Time is of the Essence.

Seller and Purchaser agree that time is of the essence with regard to this Agreement and the performance of the terms and provisions hereof.

10.11 Successors and Assigns.

The terms and provisions hereof are to apply to and bind the permitted successors and assigns of the parties hereto.

10.12 Exhibits and Schedules.

The following schedules or exhibits are attached hereto (collectively the “Exhibits”) and shall be deemed to be an integral part hereof:

- (a) Cover Page and definitions therein;
- (b) Exhibit A-legal description of the Property; and,
- (c) Exhibit B – Disclosures.

10.13 Entire Agreement.

This Agreement, including the Exhibits, contains the entire agreement between Seller and Purchaser pertaining to the transaction contemplated hereby and fully supersedes all prior agreements and understandings between Seller and Purchaser pertaining to such transaction.

10.14 Further Assurances.

Seller and Purchaser agree that they will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the transaction contemplated hereby. The provisions of this Section 10.14 shall survive Closing.

10.15 Fees and Expenses and Waiver of Jury Trial.

In the event of any controversy, claim or dispute between Seller and Purchaser affecting or relating to the transaction contemplated by or the performance of the rights and obligations under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party’s reasonable expenses, including, without limitation, attorneys’ fees, accountants’ fees, consultants’ fees, court costs and interest. The provisions of this Section 10.15

shall survive Closing. PURCHASER AND SELLER HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, THE SERVICES, THE RELATIONSHIP BETWEEN THE PARTIES, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EITHER PARTY HERETO IS AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

10.16 Counterparts; Electronic Signatures.

This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one (1) such counterpart in proving the existence, validity or content of this Agreement. Delivery of executed counterparts of this Agreement by facsimile or electronic transmission (e-mail) shall be equally effective as delivery of an executed, original counterpart of this Agreement. Either any party delivering an executed counterpart of this Agreement by facsimile or electronic transmission shall also deliver an executed, original counterpart of this Agreement, but the failure to deliver an executed, original counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

10.17 Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

10.18 Section Headings.

Section headings contained in this Agreement are for convenience only and shall not be considered in interpreting or construing this Agreement.

10.19 Binding Effect.

This Agreement shall not be binding upon either Seller or Purchaser unless and until both Seller and Purchaser have executed this Agreement.

10.20 Choice of Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the state in which the Property is located, without regard to the conflicts of laws principles thereof.

10.21 Joint Drafting.

Seller and Purchaser hereby agree that this Agreement and the Exhibits have been jointly drafted, negotiated and agreed upon by Seller and Purchaser and that any rule of contract interpretation that provides that ambiguity will be construed against the drafting party is inapplicable to this Agreement and the Exhibits and shall not be used in connection with the interpretation of this Agreement or the Exhibits.

10.22 Third Party Beneficiaries.

Auctioneer, Seller's Broker, and Title Company are intended third-party beneficiaries under the terms of this Agreement, shall have the benefit of the protections afforded said parties hereunder, and the right to enforce those certain applicable disclaimer, limitation of liability, release, and waiver provisions as well as the collection of a Buyer's Premium.

Except as expressly provided in the preceding paragraph, the provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller (and, where indicated, Seller's predecessors in interest) and Purchaser only and are not for the benefit of any other third party. No other third party shall have the right to enforce the provisions of this Agreement or the documents to be executed and delivered at Closing.

10.23 Section 1031 Exchange.

Seller and Purchaser shall each cooperate with the other in implementing and documenting Section 1031 exchanges in connection with the transactions contemplated herein. Such cooperation shall include: (i) the assignment of this Agreement to a qualified intermediary and the acknowledgment of such assignment by the other party (Seller or Purchaser); (ii) the execution and acceptance of the Deed by and from a qualified intermediary; (iii) the conveyance of the Property pursuant to a written direction from a qualified intermediary; (iv) the reassignment of this Agreement from the qualified intermediary to the original assigning party following the completion of the Closing and the acknowledgment by the other party (Seller or Purchaser) of such reassignment; and (v) any other acts necessary to complete such Section 1031 exchange. It is expressly understood that the party implementing and documenting a Section 1031 exchange shall be responsible for paying the costs thereof. It further is expressly understood and agreed that no party shall be required to take title to any property other than the Property to effectuate a Section 1031 exchange. It also is expressly understood and agreed that no party shall be released from any covenant or liability under this Agreement by any assignment to effectuate a Section 1031 exchange.

10.24 No Waiver.

No failure of either party hereto to exercise any right, power or privilege given to such party hereunder or to insist upon strict compliance by the other party hereto of such party's obligations hereunder, and no custom or practice of the parties hereto at variance with the terms and conditions hereof, shall constitute a waiver of the applicable party's right to demand exact compliance with all of the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective Date.

[Signature page for Seller]

SELLER:

SCHLUMBERGER TECHNOLOGY
CORPORATION, a Texas corporation

By: _____

Name: _____

Title: _____

[Signature page for Purchaser]

PURCHASER:

_____,
a _____

By: _____

Name: _____

Title: _____

[Signature page for Title Company]

The Title Company hereby agrees to perform its obligations under this Agreement and acknowledges receipt of a fully executed counterpart of this Agreement from Seller and Purchaser.

By _____
Name: _____
Title: _____

EXHIBIT A

PROPERTY