

Agreement and Indemnity

This Agreement and Indemnity ("Agreement") is made _____, 2011, by **SCHLUMBERGER TECHNOLOGY CORPORATION**, a Texas corporation, whose address is 300 Schlumberger Drive, Sugar Land, Texas 77478 ("Successor Tenant"), in favor of the **CITY OF LAWRENCE, KANSAS**, a political subdivision whose address is Six East Sixth Street, Lawrence, Kansas 66044 (the "City").

BACKGROUND:

A. By a Warranty Deed, dated December 1, 1967, and recorded December 20, 1967, in Book 254 at page 556 in the office of the Register of Deeds for Douglas County, Kansas, B. F. Goodrich Company, a New York corporation ("B.F. Goodrich"), conveyed to the City the real property described on the attached **Exhibit A** (the "Land").

B. To fund the acquisition of the Land and certain improvements to and equipment for the Land, the City issued its Industrial Revenue Bonds, B. F. Goodrich Project, Series December 1, 1967 (the "Series 1967 Bonds"), in the aggregate original principal amount of \$3,700,000 (the real property and improvements financed in whole or in part out of Bond proceeds being collectively referred to as the "1967 Project")

C. In connection with the Series 1967 Bonds, by a Lease, dated as of December 1, 1967, and recorded December 7, 1967, in Book 225 at page 94 (the "1967 Lease") the City, as landlord, leased the 1967 project to B. F. Goodrich, as tenant.

D. By an assignment, dated January 8, 1975, and recorded July 25, 1990, in Book 447 at Page 223, B.F. Goodrich assigned its interest as tenant under the 1967 Lease to TRW, Inc., an Ohio corporation, with the consent of the City evidenced by a Consent and Agreement, dated January 8, 1976, and recorded July 25, 1990, in Book 447 at page 225.

E. To fund the acquisition of additional machinery and equipment to be installed on the Land, the City issued its Industrial Revenue Bonds, Series of January 1, 1976 (TRW Inc. Project) (the Series 1976 Bonds, and together with the Series 1967 Bonds, the "Bonds") in the aggregate original principal amount of \$1,000,000 (the property financed in whole or in part out of 1976 Bond proceeds being referred to as the "1976 Project" and collectively with the 1967 Project being referred to as the "Project").

F. In connection with the Series 1976 Bonds, by an unrecorded Lease, dated as of January 1, 1976 (the "1976 Lease"), the City, as landlord, leased the 1976 Project to TRW, Inc., as tenant.

G. The tenant's interest under the 1967 Lease was on July 25, 1972, assigned by B. F. Goodrich to Kansas Footwear Inc., a Massachusetts corporation, and was reassigned to B. F. Goodrich by a Reassignment, dated January 24, 1974, and effective September 24, 1974, a copy of which is attached as **Exhibit B**.

H. By an Assignment and Assumption of Lease, dated September 29, 1988, and recorded July 25, 1990, in Book 447 at page 228, TRW, Inc. assigned its interest as tenant under the 1967 Lease and the 1976 Lease (the "Leases") to Camco, Incorporated, a Texas corporation.

I. By virtue of the transactions described in the Certificate of the Assistant Secretary of Successor Tenant, attached as **Exhibit C**, Successor Tenant has succeeded to the interests of Camco, Incorporated as tenant under the Leases.

J. Article XVI of the 1967 Lease and Article XIII of the 1976 Lease give the tenant in each case the right to purchase the 1967 Project and the 1976 Project, respectively, upon payment in full of the Bonds.

K. Successor Tenant has advised the City of its desire to exercise its option to purchase the Project upon the terms of the 1967 Lease and the 1976 Lease.

L. The City has requested, as a condition to its conveyance of the Project to Successor Tenant, that Successor Tenant provide certain assurances and indemnities regarding the interest of Successor Tenant in the Project and the satisfaction of all conditions precedent to the exercise of the options to purchase the Project.

AGREEMENTS:

1. Successor Tenant represents and warrants to the City, that:

a) The above recitals of the background of the creation and progression of the ownership interest in the leasehold estates created by the Leases are complete and accurate;

b) Successor Tenant has by transfer or operation of law succeeded to the entire interest of the tenant under each of the Leases, and for 13 years has been and is now in sole possession of the Land and the Project;

c) Successor Tenant is now the sole owner of the tenant's interest in each of the Leases;

d) Neither the estate created by each of the Leases nor any interest in the estate nor any interest in the property constituting the Project has been sold, transferred, assigned, mortgaged, pledged to any person or entity or otherwise encumbered;

e) The Bonds have been fully paid; there is no person or entity that may validly assert any claim for payment under the Bonds; and

f) All obligations of the tenant under each of the Leases have been fully performed such that no default exists or would with the passage of time or the giving of notice constitute a default on the part of the tenant.

2. Successor Tenant represents and warrants to the City as of the date of delivery of the financial statements with respect to the Successor Tenant, that the statements delivered to the City: (a) were prepared in accordance with generally accepted accounting principles ("GAAP") unless otherwise noted therein; (b) are true, complete and correct in all material respects; (c) disclose all material financial information regarding Successor Tenant; (d) fairly represent and present the financial condition and operations of Successor Tenant; (e) if said statements were not prepared in accordance with GAAP, no GAAP statements and/or audited financial statements exist; and (f) since the date of the financial statements delivered to the City, there has been no material adverse change in the financial condition, operations, assets, liabilities, properties or business prospects of Successor Tenant.

3. In addition to any other rights or remedies available to the City, at law or in equity, Successor Tenant agrees to pay, protect, defend, indemnify, hold and save harmless the City from and against any and all liabilities, claims of liability, obligations, losses, costs, charges, expenses, causes of action, suits, demands, judgments and damages of any kind or character whatsoever, including, but not limited to, reasonable attorneys' fees and costs (including appellate fees and costs) incurred or sustained by the City, and actual attorneys' fees awarded against the City, directly or indirectly, by reason of:

a) Any claim or demand for payment for, under or with respect to the Bonds;

b) Any claim or demand asserting liability by reason of any ownership interest in the Project or in the leasehold estate or interest created by each of the Leases;

c) The failure of any representation or warranty made by Successor Tenant in this Agreement.

4. This Agreement and the agreements and undertakings of Successor Tenant in this Agreement are an express condition of the delivery of any deed, bill of sale, lease termination or other transfer document to or for Successor Tenant and shall survive the deliver of the same; any warranties of title or otherwise on the part of the City that are contained in any such instrument shall be expressly subject to this Agreement. Upon acceptance of this Agreement by the City as evidenced by the delivery to Successor Tenant by the City of deeds, bills of sale, lease terminations or other similar instruments, this Agreement shall remain in effect as long as the City has any possible liability with respect to the ownership or conveyance or warranties of or with respect to the Land and the Project.

5. This Agreement shall be binding upon Successor Tenant and its successors and assigns and shall inure to the benefit of the City.

6. Any notices, demands or communications under this Agreement between Successor Trustee and the City shall be in writing, shall include an identification of the Project and the Bonds and may be given either by personal service, by overnight delivery, or by mailing via United States mail, certified mail, postage prepaid, return receipt requested, addressed to each party as set forth on the first page of this Agreement. All notices given in accordance with the requirements in this paragraph shall be deemed to be received as of the earlier of actual receipt by the addressee or the expiration of four (4) business days after deposit in the United States Postal System.

7. This Agreement shall be governed by the laws of the State of Kansas. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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SIGNATURES:

**SCHLUMBERGER TECHNOLOGY
CORPORATION**, a Texas corporation

By: *Daniel Yates*
Name: DANIEL YATES
Title: VICE PRESIDENT

STATE OF Texas)
COUNTY OF Fort Bend) SS.

The foregoing instrument was acknowledged before me this 1st day of September 2011,
by Daniel Yates, as Vice President of SCHLUMBERGER TECHNOLOGY
CORPORATION, a Texas corporation.

Ann Brusso Webb
NOTARY PUBLIC

[SEAL]

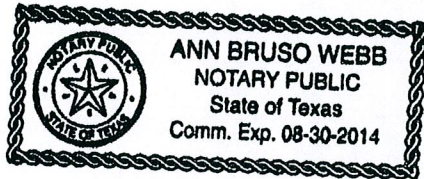


EXHIBIT A

The following described real estate located in Douglas County, Kansas, to wit:

All that part of the Northeast Quarter of Section 23, Township 12 South, Range 19 East of the 6th Principal Meridian, in Douglas County, Kansas, described as follows:

Beginning at a point 933.4 feet south and 66 feet east of the northwest corner of said Quarter Section; thence easterly along a line 933.4 feet South of, normally distant from and parallel to the north line of said Quarter Section a distance of 1922.2 feet, more or less, to a point 660 feet west of the east line of said Quarter Section; thence Southerly along a line 660 feet west of, normally distant from and parallel to said east Quarter Section line a distance of 485.2 feet to a point of curve; thence southwesterly along a curve to the right having a radius of 593.81 feet, an arc distance of 74.0 feet to a point of compound curve; thence continuing southwesterly along a curve to the right having a radius of 444.45 feet an arc distance of 643.1 feet, more or less to a point 1883.4 feet south of and normally distant from said north Quarter Section line; thence westerly along a line tangent to last above described course and 1883.4 feet southerly of, normally distant from and parallel to said north Quarter Section line a distance of 1474.0 feet to a point 66 feet east of and normally distant from the west line of said Quarter Section; thence northerly along a line 66 feet east of normally distant from and parallel to said west Quarter Section line a distance of 950 feet to the Point of Beginning.

Exhibit B

REASSIGNMENT

On this 24th day of January, 1974, for valuable consideration, KANSAS FOOTWEAR INC., a Massachusetts corporation having an office at 392 Pearl Street, Malden, Massachusetts, Assignor, hereby re-assigns to THE B. F. GOODRICH COMPANY, a New York corporation, of Akron, Ohio, Assignee, all its right, title and interest as assignee-tenant of, in and to a certain Lease between The City of Lawrence, Kansas, a municipal corporation, as Landlord, and The B. F. Goodrich Company, as Tenant, dated December 1, 1967 and Agreement dated December 27, 1967, covering premises located on the 40.919 acres of land in the northeast quarter of Section 23, Township 12 South, range 19 east of the sixth principal meridian in Douglas County, Kansas, and more particularly described in said Lease, which Lease was assigned by The B. F. Goodrich Company to Kansas Footwear Inc. by assignment dated July 25, 1972. This reassignment shall take effect as of September 24, 1974.

ATTEST:

John P. O'Neill
Assistant Clerk - John P. O'Neill

Secretary

KANSAS FOOTWEAR INC.

By: *Stephen A. Stone*
President

STATE OF Commonwealth of Massachusetts
COUNTY OF Middlesex)

Be it remembered that on this 23rd day of January 1974 before me, a notary public in and for the County aforesaid, personally appeared STEPHEN A. STONE of KANSAS FOOTWEAR INC., a corporation, who is personally known to me and known to me to be the President of said corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

Stephen W. [Signature]
Notary Public

My Commission expires Aug. 22, 1980

Exhibit C

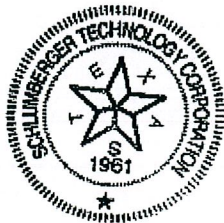
CERTIFICATE


The undersigned, Ann Bruso Webb, Assistant Secretary of Schlumberger Technology Corporation, a Texas corporation, **DOES HEREBY CERTIFY THAT:**

- 1) She is the duly elected and qualified Assistant Secretary of Schlumberger Technology Corporation, a Texas corporation, and as such has access to the books and records of Schlumberger Technology Corporation and its merged subsidiary, Camco International, Inc., a Delaware corporation.
- 2) On September 30, 1988 Camco, Incorporated, a Texas corporation, purchased from TRW, Inc. the assets of the TRW Reda Pump Division, **which included the Lawrence Technology Product Center** (located at 2400 Packer Road, Lawrence, Kansas), and the TRW Oilwell Cable Division of the TRW Energy Products Group pursuant to the TRW Inc. General Assignment and Bill of Sale.
- 3) Effective January 1, 1990, Camco, Incorporated, a Texas corporation merged into Camco International Inc., a Delaware corporation, with Camco International Inc. being the survivor in merger.
- 4) Effective August 31, 1998, Schlumberger Technology Corporation purchased all of the shares of Camco International Inc., a Delaware corporation.
- 5) Effective December 31, 2001 Camco International Inc. was merged into Schlumberger Technology Corporation with Schlumberger Technology Corporation being the survivor in merger. The business and assets of Camco International Inc. continued under the name of Schlumberger Technology Corporation.

IN WITNESS WHEREOF, the undersigned has signed this certificate as Assistant Secretary of Schlumberger Technology Corporation and affixed the corporate seal hereto on this 13th day of June 2011.

(seal)




Ann Bruso Webb
Assistant Secretary