Attachment A

Conventional Industrial/Business Pool Radio Service Stations:

Call Sign	**Transmitter Location**
KA2744	Continental United States, South of Line A Los Angeles, California; Houston, Texas; Lake Charles, New Orleans and Shreveport, Louisiana and vicinity
KA4707	100 mile radius of Prudhoe Bay, Alaska
KA69970	3 kilometer radius of Harris, Texas
KA81286	Alaska, West of Line C
KA90102	Continental United States, South of Line A
KA90145	Continental United States
KB69965	United States Territorial Waters including Alaska and Hawaii
KC6296	Alaska
KCZ773	Temporary locations in Alaska and 241 kilometers offshore
KD38542	Nationwide and adjacent offshore waters, South of Line A
KD46167	Nationwide
KFC680	100 mile radius of Prudhoe Bay, Alaska
KKJ832	Nationwide, South of Line A
KNCK293	1440 Canal Street, New Orleans, Louisiana 1325 Highway 90 East, New Iberia, Louisiana Continental United States, South of Line A including coastal waters within 56 kilometers of the shore excluding Alaska
KMD930	10001 Richmond Avenue, Houston, Texas Pelican Island, Galveston, Texas 50 mile radius of Houston and Galveston, Texas
WCH653	100 mile radius of Prudhoe Bay, Alaska
WNRD771	Nationwide, South of Line A
WNWD830	Continental United States, Alaska, Hawaii and adjacent offshore waters
WNYV325	Nationwide
WPGP481	Nationwide, South of Line A
WPHB862	Nationwide, South of Line A
WPHC369	Alaska
WPMK566	Nationwide, South of Line A

Call Sign	Transmitter Location
WNQM837	6909 Southwest Freeway, Houston, Texas

STC's Conventional Industrial/Business Pool Radio Service Stations:

Call Sign	Transmitter Location
WPJV332	Gulf of Mexico
WNVN341	State of Alaska
WNXR674	Nationwide, South of Line A

Radiolocation Radio Service Stations:

Call Sign	Transmitter Location
KNCJ914	Continental United States and adjacent waters to 120 miles including Alaska and Hawaii
KNCL880	United States coastal areas including Alaska
KNCW611	Continental United States and adjacent waters to 193 kilometers including Alaska and Hawaii
WZX888	Continental United States and Alaska and adjacent offshore waters

800 MHz Conventional Industrial/Land Transportation Radio Service Station:

Call Sign	Transmitter Location
WNAY702	Gulf of Mexico

Aviation Radio Service Stations:

Call Sign	Transmitter Location
KA98507	Along West coast of the United States and the state of Alaska
KM7570	Aboard the vessel WESTERN FRONTIER; all coastal waters of Alaska, California, Washington, Texas, Louisiana, Alabama and the high seas
KX8202	Aboard the vessel WESTERN ENDEAVOR; all coastal waters of Alaska, California, Washington, Texas, Louisiana, Alabama and the high seas

Maritime Mobile Radio Service Stations:

Call Sign	Transmitter Location
KBR50	351 East International Airport Boulevard, Anchorage, Alaska
KSI21	Unspecified fixed locations in Alaska, North of Latitude 62 degrees
KTC20	Near Point Barrow, Alaska
KTC22	Near Lonely, Alaska
KTC23	Near Barter, Alaska
KVC96	351 East International Airport Boulevard, Anchorage, Alaska
KWJ63	Unspecified fixed locations in Alaska, North of Latitude 62 degrees
KWJ65	Unspecified fixed locations in Alaska, North of Latitude 62 degrees
WFE	Pelican Island, Galveston, Texas
WFH67	Unspecified fixed locations in Alaska, North of Latitude 62 degrees
WFH77	Unspecified fixed locations in Alaska, North of Latitude 62 degrees
WFH87	Unspecified fixed locations in Alaska, North of Latitude 62 degrees
WHF975	Unspecified fixed locations along the Gulf coast of Texas up to 75-miles inland
WHF976	Unspecified fixed locations along the Gulf coast of Texas up to 75-miles inland
WHF977	Unspecified fixed locations along the Gulf coast of Texas up to 75-miles inland
WHH338	Unspecified fixed locations within a 75-mile radius of coastlines of Alaska, California, East coast of Florida and the Gulf of Mexico
WHH395	Unspecified fixed locations in motor vehicle operating along United States coast and Alaska up to 75-miles inland
WNA76	Near Deadhorse, Alaska

***Applicant has 23 Ship Radio station licenses. Since the FCC will not allow Ship station licenses to be assigned, the applicant has applied for 23 new Ship station authorizations.**

NON-U.S. OFFICERS & DIRECTORS

Name	Title	Citizen of:
D. Euan Baird	Chairman, President and Chief Executive Officer	United Kingdom
Victor E. Grijalva	Vice Chairman	Ecuador
Andrew Gould	Executive Vice President – Oilfield Services	United Kingdom
Clermont A. Matton	Executive Vice President – Resource Management Services	Canada
Jean-Paul Bize	Vice President – Business Development	France
Pierre E. Bismuth	Vice President – Personnel	France
Jean Chevallier	Vice President – Information Technology	France
Mark Danton	Vice President – Director of Taxes	United Kingdom
Jean-Dominique Percevault	Vice President – European Affairs	France
Jean-Marc Perraud	Treasurer	France
Denys Henderson	Director	United Kingdom
André Lévy-Lang	Director	France
Didier Primat	Director	France
Nicolas Seydoux	Director	France
Sven Ullring	Director	Norway
Yoshihiko Wakumoto	Director	Japan

Attachment C

LIMITED LIABILITY COMPANY AGREEMENT

of

GECO HOLDINGS L.L.C.

Effective as of November 30, 2000

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Page

LIMITED LIABILITY COMPANY AGREEMENT

This LIMITED LIABILITY COMPANY AGREEMENT (**"Agreement"**) of GECO HOLDINGS L.L.C., a Delaware limited liability company (the **"Company"**), dated as of November 30, 2000, is entered into by and between Schlumberger Technology Corporation, a Texas corporation (**"STC"**), and Western Atlas International, a Delaware corporation (**"WAII"** and, together with STC, the **"Members"**).

ARTICLE I

FORMATION, PURPOSES, DURATION

SECTION 1.1. Formation and Name.

1.1.1. Formation. Effective as of the filing of the Company's Certificate of Formation (the **"Certificate"**) with the Secretary of State of the State of Delaware under and pursuant to the Delaware Limited Liability Company Act (as amended from time to time, the **"Act"**), the Company was formed as a Delaware limited liability company for the purposes set forth in this Agreement. The Company shall be governed by the Act, except as expressly provided herein to the contrary.

1.1.2. Name. The name of the Company shall be GECO Holdings L.L.C. The Company may also operate under such trade, assumed or fictitious names as the officers or Management Committee may from time to time determine to be necessary or appropriate.

1.1.3. Registered Office and Registered Agent. The registered office of the Company in the State of Delaware shall be the initial registered office designated in the Certificate or such other office (which need not be a place of business of the Company) as the Management Committee may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent designated in the Certificate or such other Person (as defined in the Act) or Persons as the Management Committee may designate from time to time in the manner provided by law.

SECTION 1.2. Charter and Purpose of the Company.

The charter of the Company shall be to pursue all activities that are beneficial to the Company's purpose. The purpose of the Company shall be to own and operate (directly or through subsidiaries and other affiliates) the surface seismic acquisition and/or surface seismic data processing businesses of the Members and their respective subsidiaries and affiliates in the United States for the purpose of providing seismic images of the subsurface of the earth, to include the following activities and services:

(i) all forms of surface land, marine, ocean bottom cable and transition zone seismic data acquisition,

(ii) all forms of surface seismic data processing, including the processing of 3D Vertical Seismic Profiling,

(iii) recording of data from wellbore seismic arrays performed during simultaneous acquisition of surface 3D data,

(iv) trenched in, buried near surface or seabed permanent array installation and acquisition,

(v) surface seismic acquisition, processing and sales, in each case, of multi-client surveys,

(vi) maintenance of surface seismic data processing centers, including licensing and support of surface seismic processing software,

(vii) equipment design and manufacture for surface seismic acquisition and processing,

(viii) research and development programs for any of the items described in this Section 1.2 and seismically-assisted reservoir solutions, including software relating thereto, and

(ix) surface seismic data management services as necessary or desirable to perform the foregoing.

The purpose excludes any activity not specifically included, for instance, the following: interpretation activities other than those necessary to support acquisition and processing activities described above, borehole seismic acquisition, installation and acquisition of data from wellbore seismic arrays except as noted in clause (iii) above, reservoir management, commercial seismically-assisted reservoir solutions, non-seismic data management and non-seismic dynamic reservoir characterization and performance prediction. The purpose does, however, include the ability to engage in such other lawful activities incidental thereto as are reasonably prudent in the opinion of the Management Committee.

SECTION 1.3. Scope of Members' Authority.

Except as otherwise expressly provided in this Agreement, no Member shall have any authority to bind or act for, or assume any obligations or responsibility on behalf of, the other Members or the Company. The Members intend that the Company not be a partnership, limited partnership or joint venture and that no Member be a partner or joint venturer of any other Member by reason of this Agreement and the transactions contemplated hereby for any purposes other than federal, state and local tax purposes, and this Agreement shall not be construed to suggest otherwise.

SECTION 1.4. Term; Restrictions on Members.

1.4.1. Term. The Company shall continue into perpetuity, unless sooner terminated in accordance with the provisions of this Agreement.

1.4.2. Restrictions on Members. Neither Member shall have the right to dissolve, terminate or liquidate, or to petition a court for the dissolution, termination or liquidation of, the Company during its term, except as provided in this Agreement. Neither Member shall have the right to petition or to take any action to subject the Company's assets or any part thereof to the authority of any court or other governmental body in connection with any bankruptcy, insolvency, receivership or similar proceeding. Each Member also agrees to be bound by the transfer restrictions contained in Article XII of the Master Formation Agreement dated as of September 6, 2000 by and among Schlumberger Limited, BHI and the other parties listed on the signatures pages thereto (the **"Master Formation Agreement"**).

ARTICLE II

CAPITAL CONTRIBUTIONS, FINANCING AND DISTRIBUTIONS

SECTION 2.1. Membership Interests, Percentage Interests, Capital Accounts and Capital Calls.

2.1.1. Membership Interests; Percentage Interests. The interest in the Company held by a Member (including, without limitation, the Member's "limited liability company interest," as defined in the Act, and the Member's right to participate in the management of the Company) is referred to in this Agreement as such Member's **"Membership Interest."** Ownership of their respective Membership Interests shall entitle the Members to the following percentage interests in the Company (individually a **"Percentage Interest"** and jointly **"Percentage Interests"**) and, subject to the terms and provisions of this Agreement, the Members shall share in the profits or losses of the Company in such Percentage Interests:

STC	70%
WAII	30%
	100%

2.1.2. Adjustments. Unless otherwise agreed by the Management Committee or as otherwise compelled by operation of applicable law, no adjustment to the Percentage Interest of either Member shall be made except as a result of a transfer of a Member's Membership Interest or a portion thereof pursuant to Article VI hereof or Article XII of the Master Formation Agreement.

2.1.3. Capital Accounts Defined. As used herein, the term **"Capital Account"** shall mean and refer to the capital account of each Member in the Company reflecting the amount of such Member's initial Capital Account balance as described in Section 2.4, as adjusted from time to time pursuant to Section 2.4. A Capital Account shall be maintained for each Member.

2.1.4. Capital Calls. Neither Member shall be required to make any contribution to the capital of the Company, unless otherwise unanimously approved by the Management Committee.

SECTION 2.2. No Interest on Capital.

Interest earned on Company funds shall inure solely to the benefit of the Company, and no interest shall be paid upon any contributions to the capital of the Company nor upon any undistributed or reinvested income or profits of the Company.

SECTION 2.3. Definition of "Profit and Loss".

For purposes of establishing and maintaining the Capital Accounts of the Members, **"Profit and Loss,"** as appropriate, means for any period, the taxable income or tax loss of the Company under section 703(a) of the Internal Revenue Code of 1986, as amended (the **"Code"**), and Treasury Regulation Section 1.703-1 for the fiscal year, adjusted as follows:

(a) All items of income, gain, loss or deduction required to be separately stated pursuant to section 703(a)(1) of the Code shall be included;

(b) Tax exempt income as described in section 705(a)(1)(B) of the Code realized by the Company during such fiscal year shall be taken into account as if it were taxable income;

(c) Expenditures of the Company described in section 705(a)(2)(B) of the Code for such fiscal year, including items treated under Treasury Regulation Section 1.704-1(b)(2)(iv)(i) as items described in section 705(a)(2)(B) of the Code, shall be taken into account as if they were deductible items;

(d) With respect to any property (other than money) that has been contributed to the capital of the Company, "Profit" and "Loss" shall be computed in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(g) by computing depreciation, amortization, income, gain, loss or deduction based upon the fair market value of such property at the date of contribution. Book depreciation (as that term is used in Treasury Regulation Section 1.704-1(b)(2)(iv)(g)(3)) for any asset contributed to the Company that was fully depreciated for federal income tax purposes as of the date of its contribution shall be based on the applicable recovery period (as determined in section 168(c) of the Code) for new assets of the same type;

(e) With respect to any property of the Company that has been revalued as required or permitted by Treasury Regulation under section 704(b) of the Code, "Profit" or "Loss" shall be determined based upon the fair market value of such property as determined in such revaluation; and

(f) With respect to any property of the Company that (i) is distributed in kind to a Member, or (ii) has been valued upon the occurrence of any event specified in Treasury Regulation Section 1.704-1(b)(2)(iv)(f), the difference between the adjusted basis for federal income tax purposes and the fair market value shall be treated as gain or loss upon the disposition of such property.

SECTION 2.4. Maintenance of Capital Accounts.

The **"Capital Account"** of each Member shall be established and maintained in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv) and to which the following provisions apply to the extent not inconsistent with such Regulation:

(a) There shall be credited to each Member's Capital Account (i) the amount of money contributed by such Member to the Company (including liabilities of the Company assumed by such Member as provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(c)), (ii) the fair market value of any property contributed by the Member to the Company net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under section 752 of the Code, and (iii) such Member's share of the Company's Profit and Loss if such is positive;

(b) There shall be debited from each Member's Capital Account (i) the amount of money distributed to such Member by the Company (including liabilities of such Member assumed by the Company as provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(c)) other than amounts that are in repayment of debt obligations of the Company to such Member, (ii) the fair market value of property distributed to such Member net of liabilities secured by such property that such Member is considered to assume or take subject under section 752 of the Code, and (iii) such Member's share of the Company's Profit and Loss if such is negative;

(c) To each Member's Capital Account there shall be credited, in the case of an increase, or debited, in the case of a decrease, such Member's share of any adjustment to the adjusted basis of Company assets pursuant to sections 734(b) or 743(b) of the Code to the extent provided by Treasury Regulation Section 1.704-1(b)(2)(iv)(m); and

(d) Upon the transfer of all or any part of the Membership Interest of a Member, the Capital Account of the transferee Member shall include the portion of the Capital Account of the transferor Member attributable to such transferred Membership Interest (or portion thereof).

(e) If any additional Membership Interests are to be issued in consideration for a contribution of property or cash or if any Company property is to be distributed in liquidation of the Company or a Membership Interest, the Capital Accounts of the Members (and the carrying value of the Company properties used to determine the Capital Accounts) shall, immediately prior to such issuance or distribution, as the case may be, be adjusted (consistent with the provisions of section 704(b) of the Code and the Treasury Regulation promulgated thereunder) upward or downward to reflect any unrealized gain or unrealized loss attributable to all Company properties (as if such unrealized gain or unrealized loss had been recognized upon actual sale of such properties upon a liquidation of the Company immediately prior to such issuance). If the basis of any property of the Company is reflected on the books and records of the Company used to calculate and maintain the Capital Accounts at a carrying value that differs from the adjusted tax basis of such property, this Section 2.4 shall be applied with reference to such carrying value.

SECTION 2.5. Allocations for Capital Account Purposes.

(a) Except as otherwise provided herein or unless another allocation is required by Treasury Regulations issued under section 704 of the Code (the "**Regulatory Allocations**"), Profit and Loss for any fiscal year shall be allocated among the Members in proportion to their respective Percentage Interests.

(b) Notwithstanding the provisions of Section 2.5(a), if upon the dissolution and liquidation of the Company, the ratio of the balances of the Members' Capital Accounts is not equal to the Percentage Interests, gain or loss resulting from the sale or deemed sale of the Company's assets shall be allocated to cause the ratio of the Capital Account balances to be equal to the Percentage Interests (or to be as close thereto as possible if there is insufficient gain or loss to cause them to be equal to the Percentage Interests).

(c) Notwithstanding the provisions of Section 2.5(a), in the event the Internal Revenue Service makes an allocation between a Member and the Company pursuant to section 482 of the Code, the resulting item of income to or deduction of the Company (including any item resulting from a correlative allocation required by Treasury Regulation Section 1.482-1(g)(2)) shall be specially allocated to such Member.

(d) The Regulatory Allocations are intended to comply with certain requirements of the Treasury Regulations issued under section 704(b) of the Code. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 2.5. Therefore, notwithstanding any other provision of this Section 2.5 (other than the Regulatory Allocations), the Management Committee shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and the ratio of Capital Account balances is equal to the Percentage Interests (or as close thereto as possible).

(e) In the event of the transfer of a Membership Interest during a year, each item of Company amount realized, income, gain, loss, deduction and credit attributable to the transferred Membership Interest shall, for federal income tax purposes, be allocated between the transferor and the transferee by means of an interim closing of the books of the Company.

SECTION 2.6. Tax Allocations.

(a) For income tax purposes only, each item of income, gain, loss, deduction and credit of the Company as determined for income tax purposes shall be allocated between the Members in accordance with the corresponding allocation in Section 2.5, subject to the requirements of section 704(c) of the Code. To the extent of any recapture income resulting from the sale or other taxable disposition of a Company property or asset, the amount of any gain from such disposition allocated to a Member (or its successor in interest) for federal income tax purposes pursuant to the above provisions shall be deemed to be recapture income to the extent such Member has been allocated or has claimed any deduction directly or indirectly giving rise to the treatment of such gain as recapture income.

(b) In the case of any property contributed to the Company by a Member, any gain, loss, amortization, depreciation, depletion and cost recovery deduction attributable to such property shall first be allocated to the contributing Member in a manner consistent with the principles of section 704(c) of the Code to take into account the variation between the Agreed Value of such property and its adjusted basis for federal income tax purposes at the time of contribution, and any remaining items shall be allocated among the Members in accordance with their respective Percentage Interests. The parties shall agree, as to each item of contributed property as to which there is any variation between the fair market value of such property and its adjusted basis for federal income tax purposes at the time of contribution, as to the method under Treasury Regulation Section 1.704-3 which will be applied to eliminate the variation between the fair market value and adjusted basis of such property.

SECTION 2.7. Distributions

All distributions shall be made in accordance with Section 7.13 of the Master Formation Agreement. Distributions other than those governed by Section 6.4 of this Agreement shall be made in accordance with the Percentage Interests.

ARTICLE III

MANAGEMENT

SECTION 3.1. Management Committee.

(a) The management and control of the business and affairs of the Company shall be carried out by the Members acting through their respective representatives on the Management Committee (the "**Management Committee**"), who shall exercise such management and control in accordance with the provisions of this Agreement. The Management Committee shall consist of three managers ("**Managers**"), two of whom shall be appointed from time to time by STC and one of whom shall be appointed from time to time by BHI. The persons appointed as Managers shall be "Managers" of the Company as that term is defined in Section 18-101(10) of the Delaware Limited Liability Company Act, as amended (the "**Act**").

(b) One of the Managers appointed by STC shall be designated by STC to serve as the Chairman of the Management Committee (the "**Chairman**") and such Manager shall be elected Chairman by the Management Committee at the first meeting of such Management Committee. The Chairman shall preside at all meetings of the Management Committee and shall do and perform such other duties as from time to time may be assigned to him by the Management Committee. The Chairman may not be removed as Chairman except by the request of STC, which may appoint a successor Chairman.

(c) Except as otherwise provided, the Management Committee shall act at meetings thereof duly convened and held as provided in this Agreement. A majority of the Managers shall constitute a quorum for the transaction of business or any specified item of business. The vote of a majority of the Managers shall be the act of the Management Committee. To facilitate the orderly conduct of meetings of the Management Committee, the Chairman shall preside at such meetings, and in his absence the other Manager appointed by STC shall preside, and the Secretary shall attend such meetings for the purpose of recording the proceedings of such meetings, as provided in Sections 3.1(b) and 3.2.4.

(d) The Managers may participate in a meeting thereof by means of conference telephone or similar communications equipment allowing all participants to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

(e) Any action required or permitted by this Agreement to be taken at a meeting of the Management Committee may be taken if the requisite number of Managers consent in writing to the adoption of a resolution authorizing the action. Such resolution and the written consents thereto shall be filed with the minutes of the proceedings of the Management Committee.

(f) The Management Committee may hold meetings, both regular and special, either within or without the jurisdiction of formation of the Company.

(g) Regular meetings of the Management Committee may be held without notice at such time and at such place as shall from time to time be determined by unanimous consent of the Managers, but no less frequently than once each calendar year.

(h) Special meetings of the Management Committee may be called by any Manager on ten days' notice to the other Managers at the address therefor reflected in the Company's records and in one of the manners specified in Section 8.2. A Manager may waive notice of a meeting either before or after a meeting. Any Manager attending a meeting, unless he attends for the specific purpose of objecting to the transaction of any business at the meeting because he in good faith believes that the meeting has not been properly called or convened, shall be deemed to have received proper notice.

(i) A Manager may only be removed or replaced by the Member that appointed him.

(j) Any Manager may (i) designate an alternate person to represent him or her as a Manager at a meeting of the Management Committee of the Company and for all purposes incidental thereto or (ii) give another Manager appointed by the same Member (or an alternate designated by either such Manager) his or her written proxy to vote at any meeting. Any Manager represented by proxy at a meeting shall be deemed to be in attendance for quorum purposes.

SECTION 3.2. Officers.

3.2.1. General.

(a) The Company shall have officers for purposes of the day to day administration of the business of the Company. The officers of the Company shall be chosen by the Management Committee, and shall include a President, a Vice President, a Secretary, a Chief Financial Officer (CFO) and a Treasurer. The Management Committee may also choose additional Vice Presidents and one or more Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same Person.

(b) The Management Committee may appoint such other officers and agents as it shall deem necessary, each of whom shall hold office for such term and shall exercise such powers and perform such duties as shall be determined from time to time by the Management Committee or the President.

(c) The compensation of all officers of the Company shall be fixed by the Management Committee, which compensation shall be an expense of the Company.

(d) The officers of the Company shall hold office until their successors are chosen and qualify. Any officer may be removed at any time by the Management Committee. Any vacancy occurring in any office of the Company shall be filled by the Management Committee.

3.2.2. President. The President shall be the chief executive officer of the Company and shall have general and active management of the business of the Company and shall see that all orders and resolutions of the Management Committee are effected.

3.2.3. Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Management Committee, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents shall perform such other duties and have such other powers as the Management Committee may from time to time prescribe.

3.2.4. Secretary and Assistant Secretaries.

(a) The Secretary shall attend all meetings of the Management Committee and record all the proceedings of such meetings in a book to be kept for that purpose. He shall give, or cause to be given, notice of all special meetings of the Owners, and shall perform such other duties as may be prescribed by the Management Committee or the President.

(b) The Assistant Secretary, or if there be more than one, the Assistant Secretaries, in the order determined by the Management Committee (or if there be no such determination, then in the order of their election) shall, in the absence of the Secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Management Committee, the President or the Secretary may from time to time prescribe.

3.2.5. <u>CFO, Treasurer and Assistant Treasurers</u>.

(a) The CFO shall have the custody and control of the Company's financial books and records, and shall be the chief accounting officer of the Company. The CFO shall ensure that the Company shall maintain all of its financial books and records in compliance with law, and shall prepare and record all transactions and statements in accordance with generally accepted accounting principles.

(b) The Treasurer shall have the custody of Company funds and securities and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Management Committee.

(c) The Treasurer shall disburse funds of the Company as ordered by the Management Committee, taking proper vouchers for such disbursements, and shall render to the President and the Management Committee, at its regular meetings, or when the Management Committee so requires, an account of all his transactions as Treasurer and of the financial condition of the Company.

(d) If required by the Management Committee, the Treasurer shall give the Company a bond, in such sum and with such surety or sureties as shall be satisfactory to the Management Committee, for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

(e) The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Management Committee (or if there be no such determination, then in the order of their election) shall, in the absence of the Treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Management Committee, the President or the Treasurer may from time to time prescribe.

SECTION 3.3. Scope of Authority; Indemnification.

3.3.1. Members.

(a) Neither of the Members shall, without the consent of the Management Committee, take any action on behalf of or in the name of the Company, or enter into any commitment or obligation binding upon the Company, except as expressly provided for in this Agreement. Each Member shall indemnify and hold harmless the Company as well as the other Member and its affiliates, directors and officers from and against any and all claims, demands, losses, damages, fines, penalties (including interest), liabilities, lawsuits and other proceedings, judgments and awards, and costs and expenses (including but not limited to reasonable attorneys' fees) (collectively, **"Damages"**) arising directly or indirectly, in whole or in part, out of any breach of the provisions of this Section 3.3.1 by such Member or its affiliates, agents or employees.

(b) Except as otherwise expressly provided herein or in the Master Formation Agreement (including, without limitation, the provisions of paragraph (a) of this Section 3.3.1), each Member agrees to contribute to the satisfaction of any Damages, and to indemnify and hold harmless the other Member from and against such Damages, in an amount equal to the contributing Member's percentage ownership interest in such Damages, if such Damages are attributable to any debt, liability or obligation of the Company that the Company is unable to satisfy and in respect of which a Member is determined to be liable by virtue of its status as a Member notwithstanding the protection from personal liability afforded owners of a limited liability company under the Act.

(c) Nothing in this Section 3.3.1 shall be construed to benefit any persons or entities that are not parties to this Agreement, it being understood that no Member has any personal liability for the liabilities and obligations of the Company, and nothing in this Section 3.3.1 shall be construed to create any such personal liability to third parties on the part of the Member.

3.3.2. Officer Indemnities.

(a) The Company shall indemnify each Manager and officer of the Company (each an **"Indemnified Person"**), made or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a Manager or officer of the Company, or is or was serving at the written request of the Company as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against Damages actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith, within the scope of his duties and in a manner he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful; provided, however, that no indemnification shall be given to any Manager or officer in connection with any knowing and intentional misrepresentations by that officer as to the scope of his authority to bind the Company. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnified Person did not act in good faith, within the scope of his duties and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

(b) Any indemnification under paragraph (a) (unless ordered by a court, in which case indemnification will be provided in accordance with such order) shall be made by the Company only as authorized in the specific case upon a determination by the Management Committee that indemnification of the officer is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraph (a).

(c) Expenses incurred by any such officer in defending a civil or criminal action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding as authorized by the Management Committee in the specific case upon receipt of a formal undertaking by or on behalf of such officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Company as authorized herein.

(d) The indemnification provided by this Section 3.3.2 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement of the Company, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to an Indemnified Person who has ceased to be an officer or Manager of the Company and shall inure to the benefit of the heirs, executors and administrators of such an Indemnified Person.

(e) The Company shall have the power to purchase and maintain insurance consistent with these indemnity provisions on behalf of any person who is or was an officer or Manager of the Company, or is or was serving at the request of the Company as a director, officer, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such.

(f) For purposes of this Section 3.3.2, references to "**other enterprises**" shall include employee benefit plans; references to "**fines**" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "**serving at the request of the Company**" shall include any service as an officer or Manager of the Company which imposes duties on, or involves services by, such officer or Manager with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "**not opposed to the best interests of the Company**" as referred to in this Section 3.3.2.

ARTICLE IV

FISCAL YEAR

The fiscal year of the Company shall end on December 31 of each year.

ARTICLE V

INCOME TAX RETURNS, TAX ELECTIONS, TAX MATTERS PARTNER

SECTION 5.1. Preparation of Tax Returns.

The Tax Matters Partner shall cause to be prepared and filed all necessary federal, state and local income tax returns for the Company, including making the elections described in Section 5.2. Each Member shall furnish to the Tax Matters Partner all pertinent information in its possession relating to Company operations that is necessary to enable the Company's income tax returns to be prepared and filed. The Tax Matters Partner shall provide each other Member with a draft of the Company's federal income tax return ("**Return**") and supporting work papers, including, but not limited to, Form 1065 and the Member's respective Schedule K-1 that reflect items of income, gain, loss, deduction and credit that flow to the Members' returns and schedule of book-tax adjustments for their review no later than May 15 of the year following the year for which results are reported. Each Member shall review the Return and provide comments, if any, to the Tax Matters Partner not later than the following June 15. The Tax Matters Partner shall provide each Member with a copy of the final version of such Return not later than the following July 15.

SECTION 5.2. Tax Elections.

The Company shall make the following elections on the appropriate tax returns:

(a) to adopt the calendar year as the Company's fiscal year;

(b) to adopt the accrual method of accounting and to keep the Company's books and records on the accrual method;

(c) if a distribution of Company property as described in section 734 of the Code occurs or if a transfer of a Membership Interest as described in section 743 of the Code occurs, on request by notice from any Member, to elect, pursuant to section 754 of the Code, to adjust the basis of Company properties, provided that the decision whether such an election shall be made for the first calendar year in which the Company has assets and activities will be made by STC;

(d) to elect to amortize the organizational expenses of the Company under section 709(b) of the Code and the startup expenditures of the Company under section 195 of the Code, in each case ratably over the shortest period permitted by applicable law; and

(e) any other election that is in the best interests of the Members.

Neither the Company nor any Member may make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law or to be classified as a corporation for federal income tax purposes.

SECTION 5.3. Tax Matters Partner.

(a) STC shall be the **"Tax Matters Partner"** of the Company as that term is used in section 6231(a)(7) of the Code.

(b) Except as provided in Section 5.3(c), the Tax Matters Partner shall cooperate with the other Member and shall promptly provide the other Member with copies of notices or other materials from, and inform the other Member of discussions engaged in with, the Internal Revenue Service or any state, local or foreign taxing authority and shall provide the other Member with notice of all scheduled administrative proceedings, including meetings with agents of the Internal Revenue Service or any state, local or foreign taxing authority technical advice conferences, appellate hearings, and similar conferences and hearings, as soon as possible (and in no case more than seven days) after receiving notice of the scheduling of such proceedings, but in any case prior to the date of such scheduled proceedings.

(c) The duties of the Tax Matters Partner under Section 5.3(b) shall not apply with respect to notices, materials, discussions, proceedings, meetings, conferences or hearings involving any issue concerning the Company's income, gains, losses, deductions or credits if the tax adjustment attributable to such issue would be less than Two Million Dollars ($2,000,000) except as otherwise required under applicable law.

(d) The Tax Matters Partner shall not file a petition or compliant in any court, or file any claim, amended return or request for an administrative adjustment with respect to partnership items, after any return has been filed, with respect to any issue concerning the Company's income, gains, losses, deductions or credits if the tax adjustment attributable to such issue would be Two Million Dollars ($2,000,000) or greater, unless agreed by the other Member. If the other Member does not agree, the position of the Tax Matters Partner shall be followed if nationally recognized tax counsel acceptable to all Members issues an opinion that a reasonable basis exists for such position. Reasonable basis shall be given the meaning ascribed to it for purposes of applying section 6662 of the Code. The costs of the dispute shall be borne by the Company.

(e) The Tax Matters Partner shall not enter into any settlement agreement with the Internal Revenue Service or any state, local or foreign taxing authority, either before or after any audit of the applicable return is completed, with respect to any issue concerning the Company's income, gains, losses, deductions or credits, unless any of the following apply:

(i) all Members agree to the settlement;

(ii) the tax effect of the issue if resolved adversely would be, and the tax effect of settling the issue is, proportionately the same for all Members; or

(iii) the Tax Matters Partner determines that the settlement of the issue is fair to all Members and the amount of the tax adjustment attributable to such issue would be less than Two Million Dollars ($2,000,000) .

(f) The Tax Matters Partner may request extensions to file any tax return or statement without the written consent of, but shall so inform, the other Member.

SECTION 5.4. Survival of Provisions.

The provisions of this Agreement regarding the Company's tax returns and Tax Matters Partner shall survive the termination of the Company and the transfer of any Member's Membership Interest in the Company and shall remain in effect for the period of time necessary to resolve any and all matters regarding the federal, state, local and foreign taxation of the Company and items of Company income, gain, loss, deduction and credit.

ARTICLE VI

DEFAULT AND DISSOLUTION

SECTION 6.1. Events of Default.

6.1.1. Definitions and Cure Periods. The occurrence of any of the following events shall constitute an event of default (**"Event of Default"**) hereunder on the part of the Member with respect to whom such event occurs if within 30 days following notice of such default from the other Member (10 days if the default is due solely to the nonpayment of monies), such Member fails to pay such monies, or in the case of non-monetary defaults, fails to cure such default; provided, however, that the occurrence of any of the events described in subparagraphs (c) through (j) below shall constitute an Event of Default immediately upon such occurrence without any requirement of notice or passage of time except as specifically set forth in any such subparagraph:

(a) the failure by a Member to make a contribution to the Company as required pursuant to the provisions of Section 2.1.4;

(b) the violation by a Member of any of its obligations under Article XII of the Master Formation Agreement;

(c) institution by a Member of proceedings of any nature under any laws of the United States or of any state or jurisdiction under which the parent of such Member is incorporated, whether now existing or subsequently enacted or amended, for the relief of debtors wherein such Member is seeking relief as debtor;

(d) a general assignment by a Member for the benefit of creditors;

(e) the institution by a Member of a case or other proceeding under any section or chapter of the federal Bankruptcy Code as now existing or hereafter amended or becoming effective;

(f) the institution against a Member of a case or other proceeding under any section or chapter of the federal Bankruptcy Code as now existing or hereafter amended or becoming effective, which proceeding is not dismissed, stayed or discharged within a period of sixty (60) days after the filing thereof or if stayed, which stay is thereafter lifted without a contemporaneous discharge or dismissal of such proceeding;

(g) a proposed plan of arrangement or other action by a Member's creditors taken as a result of a general meeting of the creditors of such Member;

(h) the appointment of a receiver, custodian, trustee or like officer, to take possession of assets having a value in excess of US$1,000,000 of a Member if the pendency of said receivership would reasonably tend to have a materially adverse effect upon the performance by said Member of its obligations under this Agreement, which receivership remains undischarged for a period of thirty (30) days from the date of its imposition;

(i) admission by a Member in writing of its inability to pay its debts as they mature;

(j) attachment, execution or other judicial seizure of all or any substantial part of a Member's assets or of a Member's Membership Interest, or any part thereof, such attachment, execution or seizure being with respect to an amount not less than US$1,000,000 and remaining undismissed or undischarged for a period of fifteen (15) days after the levy thereof, if the occurrence of such attachment, execution or other judicial seizure would reasonably tend to have a materially adverse effect upon the performance by said Member of its obligations under this Agreement; provided, however, that said attachment, execution or seizure shall not constitute an Event of Default hereunder if said Member posts a bond sufficient to fully satisfy the amount of such claim or judgment within fifteen (15) days after the levy thereof and the Member's assets are thereby released from the lien of such attachment; and

(k) a material default in performance of or failure to comply with any other material agreements, obligations or undertakings of a Member herein contained.

6.1.2. Act of Insolvency. The occurrence of any events described in subparagraphs (c) through (j) of Section 6.1.1 shall also constitute an **"Act of Insolvency,"** as said term is used in this Agreement.

SECTION 6.2. Causes of Dissolution.

The Company shall be dissolved only in the event that:

(a) an Event of Default, other than an Act of Insolvency, has occurred as provided in Section 6.1.1 and the non-defaulting Member elects to dissolve the Company as provided in Section 6.3 hereof;

(b) an Act of Insolvency occurs to any Member, or any Member resigns or dissolves, or any other event occurs that terminates the continued membership of a Member in the Company under Section 18-801(b) of the Act;

(c) there are no Members of the Company;

(d) the Management Committee unanimously agrees to terminate the Company; or

(e) a decree of judicial dissolution is entered under Section 18-802 of the Act.

SECTION 6.3. Election of Non-Defaulting Member.

6.3.1. Purchase of Defaulter's Interest. Upon the occurrence of any Event of Default by either Member (**"Defaulter"**), the other Member (the **"non-Defaulter"**) shall have the right to acquire the entire Membership Interest of the Defaulter for cash, except as provided in Section 6.3.2 hereof, at a price determined pursuant to the appraisal procedure set forth in Article VII. In furtherance of such right, the non-Defaulter may notify the Defaulter at any time following an Event of Default of its election to institute the appraisal procedure set forth in Article VII. Upon receipt of notice of determination of the net fair market value of the Defaulter's Membership Interest, the non-Defaulter may notify the Defaulter of its election to purchase the entire Membership Interest of the Defaulter. Notwithstanding the foregoing, in the case of an Event of Default specified in paragraph (b) of Section 6.1.1, nothing herein shall be construed to limit the right of the non-Defaulter to seek specific performance of the Defaulter's obligations under Article XII of the Master Formation Agreement.

6.3.2. Purchase in Event of Act of Insolvency. A Member who elects to purchase the Membership Interest of the Defaulter shall have the right to purchase such Member's Membership Interest by payment of twenty percent (20%) of the purchase price (as determined by the appraisal procedure pursuant to Article VII) of such Membership Interest at the closing of such purchase, the balance of the purchase price to be payable in equal monthly installments over a period of five (5) years, the unpaid balance to bear interest at a rate of interest equal to the then prime rate defined and published in the Money Rates section of the *Wall Street Journal*, with the right of prepayment of any amount at any time without premium or penalty.

6.3.3. Closing. The closing of any purchase pursuant to this Section 6.3 shall take place at the principal office of the Company, unless otherwise unanimously agreed by the Members, on a date specified by the non-Defaulter that is not less than 90 days following receipt of notice of determination of the net fair market value of the Defaulter's Membership Interest pursuant to Article VII. Upon the closing of such purchase the non-Defaulter may elect to offset against the purchase price the amount of any loss, damage or injury, the amount of which has been established by a final nonappealable judgment, caused to it by the default of the Defaulter.

6.3.4. Election to Dissolve. If the non-Defaulter does not elect to acquire the entire Membership Interest of the Defaulter as set forth in Section 6.3.1, the non-Defaulter may elect to dissolve and terminate the Company pursuant to Section 6.2 of this Agreement by written notice to the Defaulter. The right of the non-Defaulter to institute the procedures for purchase of the Defaulter's Membership Interest as set forth in this Section 6.3 shall continue until such non-Defaulter elects to exercise its right to terminate the Company as provided in this Section 6.3.4.

SECTION 6.4. Procedure in Dissolution and Liquidation.

6.4.1. Winding Up. Upon any dissolution of the Company pursuant to Section 6.2 hereof, the Company shall immediately commence to wind up its affairs and the Members shall proceed with reasonable promptness to liquidate the business of the Company.

6.4.2. Management Rights During Winding Up. During the period of the winding up of the affairs of the Company, the rights and obligations of the Managers set forth herein with respect to the management of the Company shall continue. For purposes of winding up, the Management Committee shall continue to act as such and shall make all decisions relating to the conduct of any business or operations during the winding up period and to the sale or other disposition of Company assets; provided that if the termination of the Company results from an Event of Default, the defaulting Member shall have no further right to participate in the management or affairs of the Company, nor shall such Member's representatives be permitted to attend meetings of the Management Committee or to vote on Company matters, but they shall nonetheless be bound by all decisions made by the non-Defaulter. Each Member hereby waives any claims it may have against the non-Defaulter that may arise out of the management by the non-Defaulter of the Company, so long as such non-Defaulter acts in good faith.

6.4.3. Allocation of Profits and Losses. (a) Profits and losses of the Company following the date of dissolution shall be determined in accordance with the provisions of this Agreement and shall be credited or charged to the Capital Accounts of each Member in the same manner as profits and losses of the Company would have been credited or charged if there were no termination, dissolution and liquidation.

(b) For tax purposes, any taxable gain or any loss upon the sale, transfer, or other disposition of Company assets following the date of dissolution shall be allocated to the Members in accordance with the allocation of profits and losses otherwise required by this Agreement.

6.4.4. Distributions in Liquidation. The assets of the Company shall be applied or distributed in liquidation in the following order of priority:

(a) In payment of debts and obligations of the Company owed to third parties or to Members;

(b) In payment of debts and obligations of the Company owed to Members;

(c) To the Members in payment of any positive balances remaining in their Capital Accounts as determined in accordance with Section 2.4 and Section 6.4.6(b) hereof; and

(d) Any remaining assets shall be distributed to the Members in accordance with their Percentage Interests.

6.4.5. Notwithstanding anything to the contrary in this Agreement, upon a liquidation of the Company, no Member shall have any obligation to make any contribution to the capital of the Company other than Capital Contributions such Member agreed to make in accordance with this Agreement.

6.4.6. (a) Non-Cash Assets. Every reasonable effort shall be made to dispose of the non-cash assets of the Company so that all distributions may be made to the Members in cash.

(b) Distribution in Kind. If the Company makes distributions in kind to the Members in connection with the liquidation of the Company, for purposes of determining the Capital Account balances of the Members, the Company shall be deemed to have sold the assets to be distributed in kind to a third party for cash at their Agreed Value.

SECTION 6.5. Disposition of Documents and Records.

All documents and records of the Company including, without limitation, all financial records, vouchers, canceled checks and bank statements, shall be delivered to STC upon termination of the Company. Unless otherwise approved by BHI, STC shall retain such documents and records for a period of not less than seven (7) years and shall make such documents and records available during normal business hours to BHI for inspection and copying at BHI's cost and expense.

SECTION 6.6. Termination.

The Management Committee shall comply with all requirements of the Act or other applicable law pertaining to the winding-up of the Company. On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Management Committee shall file a certificate of cancellation with the Secretary of State of Delaware and shall take such other actions as may be necessary to terminate the Company.

ARTICLE VII

APPRAISAL

SECTION 7.1. General.

Whenever Article VI of this Agreement provides for the valuation of a Membership Interest to be purchased or sold, the value of such Membership Interest shall be determined as follows. The Members shall first attempt to agree upon the "net fair market value" of the Membership Interest to be purchased or sold. The "net fair market value" of a Membership Interest shall mean the cash price at which a sophisticated purchaser would purchase, and a sophisticated seller would sell, such Membership Interest, with neither party being under any compulsion to effect such transaction and with both parties being reasonably informed as to all material facts.

SECTION 7.2. Appraisal Procedure.

In the event the Members are unable to unanimously agree upon the net fair market value of the Membership Interest to be sold or purchased within 30 days of the date the appraisal procedure of this Article VII is instituted as provided in this Agreement, the Members shall then attempt to agree upon the appointment of three disinterested appraisers who shall be members of the American Institute of Appraisers. If the Members are unable to agree upon the selection of three appraisers within 75 days of the date the appraisal procedure is instituted as provided in this Agreement, then each Member shall, within 10 days thereafter, select a single appraiser so qualified and such two appraisers shall select a third appraiser so qualified. Each appraiser so selected shall furnish the Members with a written appraisal within 90 days of his selection, setting forth his determination of the net fair market value of the Membership Interest to be purchased or sold. The average of the two closest valuations of such appraisers shall be treated as the net fair market value of the Membership Interest to be purchased or sold and such amount shall be final and binding on the Members. The cost of the appraisal shall be an expense of the Company, except that if the appraisal is instituted pursuant to Section 6.3, the cost shall be at the expense of the Defaulter.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 8.1. Complete Agreement; Conflict; Amendment.

This Agreement constitutes the entire agreement between the Members with respect to the subject matter hereof and, together with the Master Formation Agreement and Shareholders' Agreement, supersedes all other agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof. If any provisions of the Master Formation Agreement or the Shareholders' Agreement conflict with this Agreement, the provisions of the Master Formation Agreement or the Shareholders' Agreement shall prevail, in each case unless otherwise specifically agreed by the Members. This Agreement may not be amended, altered or modified except by agreement of the Members.

SECTION 8.2. Notices.

8.2.1. Addresses. All notices under this Agreement shall be in writing and shall be delivered by personal service; certified or registered mail, postage prepaid, return receipt requested; nationally-recognized overnight courier, courier charges prepaid; or facsimile transmission (followed by telephone confirmation of receipt), to the Members at the addresses herein set forth and to the Company at its principal place of business.

The addresses for notices are as follows:

Schlumberger Technology Corporation
c/o Schlumberger Limited
277 Park Avenue
New York, New York 10172-2066
Facsimile: 212.350.8127
Attention: General Counsel

Western Atlas International Inc.
3900 Essex Lane
Houston, Texas 77027
Facsimile: 713.439.8472
Attention: General Counsel

8.2.2. Effective Date of Notices, etc. All notices, demands and requests shall be effective upon actual receipt or, in the case of delivery by facsimile transmission, the completion of such transmission during the normal business hours of the recipient. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided in Section 8.2.3 shall be deemed to be receipt of the notice, demand or request sent.

8.2.3. Changes. By giving the other Member and the Company at least 30 days' written notice thereof, the Members and their respective permitted-successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses for notices and each shall have the right to specify as its address for notices any other address within the United States of America.

SECTION 8.3. Validity.

In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

SECTION 8.4. Survival of Rights.

Except as provided herein to the contrary, this Agreement shall be binding upon and inure to the benefit of the Members and their permitted successors and assigns.

SECTION 8.5. Governing Law.

This Agreement and the rights and liabilities of the Members shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 8.6. Waiver.

No consent or waiver, express or implied, by a Member to or of any breach or default by the other Member in the performance by such other Member of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Member of the same or any other obligations of such other Member hereunder. Failure on the part of a Member to complain of any act or failure to act of the other Member or to declare the other Member in default, irrespective of how long such failure continues, shall not constitute a waiver by such Member of its rights hereunder. The giving of consent by a Member in any one instance shall not limit or waive the necessity to obtain such Member's consent in any future instance.

SECTION 8.7. Qualification and Good Standing.

Each Member will remain in good standing under the laws of the state in which it is incorporated or otherwise constituted. In addition, each Member will also perform all such other acts and execute and deliver all such instruments, documents and writings as may be necessary or desirable to give full effect to this Agreement.

SECTION 8.8. Remedies in Equity.

The rights and remedies of either of the Members hereunder shall not be mutually exclusive, and the exercise of one or more rights or remedies shall not preclude the exercise of any other rights or remedies. Each of the Members confirms that damages at law will be an inadequate remedy for a breach or threatened breach of this Agreement and agree that, except as expressly provided to the contrary in this Agreement, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to, nor shall it, limit or affect any rights at law or by statute or otherwise of any Member aggrieved as against the other for a breach or threatened breach of any provision hereof, it being the intention by this Section 8.8 to make clear the agreement of the Members that the respective rights and obligations of the Members hereunder, except as expressly provided to the contrary herein, shall be enforceable in equity as well as at law or otherwise.

SECTION 8.9. Terminology.

All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of Articles and Sections are for convenience only, and neither limit nor amplify the provisions of this Agreement itself.

SECTION 8.10. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

SECTION 8.11. Further Assurances.

Each Member agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the Members have executed this Agreement as of the day and year first above set forth.

SCHLUMBERGER TECHNOLOGY CORPORATION

By: ______________________
Gary Wilson
Attorney-In-Fact

WESTERN ATLAS INTERNATIONAL INC.

By: ______________________
Name: ______________________
Title: ______________________