

Controller's Office

To the Honorable Mayor and City Council of the City of Houston:

I hereby certify, with respect to the money required for the contract, agreement, obligation, or expenditure contemplated by the ordinance set out below that:

- ( ) Funds have been encumbered out of funds previously appropriated for such purpose.
- ( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- ( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- ( X ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- ( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- ( ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
- ( ) Other.

*Ronald C. Shaw*

Date: 12-20, 2011. *CRB* City Controller of the City of Houston

FUND REF: N/A AMOUNT: 00 ENCUMB. NO.: NF50007-12

*MS*

City of Houston, Texas, Ordinance No. 2011- 1203

AN ORDINANCE APPROVING AND AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HOUSTON, TEXAS, AND SCHLUMBERGER TECHNOLOGY CORPORATION FOR THE ESTABLISHMENT AND OPERATION OF A WESTERN HEMISPHERE FINANCIAL SERVICES CENTER; CONTAINING FINDINGS AND OTHER PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND DECLARING AN EMERGENCY.

\* \* \* \* \*

**WHEREAS**, pursuant to Article III, Section 52-a of the Texas Constitution and Chapter 380, Texas Local Government Code, as amended, the City is authorized to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money, to promote state or local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, by Ordinance No. 99-674 adopted by City Council on June 20, 1999, the City established the City of Houston Chapter 380 Program, pursuant to the provisions of Chapter 380 of the Texas Local Government Code, including "Criteria for Chapter 380 Assistance" attached as Exhibit "A" to Ordinance No. 99-674; and

**WHEREAS**, Section 2 of Ordinance No. 99-674 provides that the Director of the City's Planning and Development Department or such Director's designee shall administer the Chapter 380 Program ("Program Administrator"); and

**WHEREAS**, the Director of the Planning and Development Department has designated the Deputy Director of the Finance Department as Program Administrator; and

**WHEREAS**, Schlumberger Technology Corporation ("STC") has submitted an application for assistance pursuant to the Chapter 380 Program; and

**WHEREAS**, the Program Administrator has reviewed STC's application for assistance initiating the required consideration for economic assistance and determined that STC has satisfied the qualifications for assistance; and

**WHEREAS**, the City desires to enter into an economic development agreement with STC by which, in consideration for STC's agreement to establish and operate a western hemisphere financial services center ("Property") and to employ and retain at least five hundred seventy-five (575) jobs at the Property, the City agrees to reimburse to STC the

incremental increase in the City's portion of the real and personal property tax revenues generated by and collected from the Property, subject to STC's compliance with and fulfillment of specific, agreed conditions ("Agreement"); and

**WHEREAS**, the Program Administrator has further determined that the Agreement attached hereto as Exhibit "A" generally meets the criteria for Chapter 380 assistance guidelines set forth in Ordinance No. 99-674; and

**WHEREAS**, the City Council hereby waives any requirements in Ordinance No. 99-674 with which STC or the City has not complied; and

**WHEREAS**, the City Council finds that the incentives offered to STC will advance local economic development, stimulate new business and commercial investment, diversify the economy, create new jobs, and result in favorable global media reporting for the City;

**NOW, THEREFORE,**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:**

**Section 1.** Findings. That the facts and recitals contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2.** Approval of the Economic Development Agreement. That the City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

**Section 3.** That the City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under such contracts, agreements, or other undertakings without further authorization from Council.

**Section 4.** That City Council officially finds, determines, recites, and declares that sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings law, Chapter 551, TEX. GOV'T CODE (Vernon's 2010), as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered, and formally acted upon. City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.


**Section 5.** That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

**PASSED AND ADOPTED** this 21st day of December, 2011.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is DEC 27 2011

  
 City Secretary

(Prepared by Legal Department Donna Capps <sup>DF</sup>)  
 (DRC:drc December 7, 2011) Assistant City Attorney

(Requested by Andy Icken, Chief Development Officer)

(L. D. File No. 0341100005001)

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AYE	NO	
✓		MAYOR PARKER
....	....	COUNCIL MEMBERS
✓		STARDIG
✓		JOHNSON
✓		CLUTTERBUCK
✓		ADAMS
✓		SULLIVAN
✓		HOANG
✓		PENNINGTON
✓		GONZALEZ
✓		RODRIGUEZ
✓		COSTELLO
✓		LOVELL
✓		NORIEGA
✓		BRADFORD
✓		JONES
CAPTION	ADOPTED	

CAPTION PUBLISHED IN DAILY COURIER  
 REVIEW DATE: DEC 27 2011

**EXHIBIT A**

**Economic Development Agreement  
between  
the City of Houston, Texas, and Schlumberger Technology Corporation**

**ECONOMIC DEVELOPMENT AGREEMENT**

between

THE CITY OF HOUSTON, TEXAS

and

SCHLUMBERGER TECHNOLOGY CORPORATION

## ECONOMIC DEVELOPMENT AGREEMENT

This **ECONOMIC DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into as of the Effective Date, as defined herein, between the **CITY OF HOUSTON, TEXAS**, a Texas home-rule municipal corporation ("City"), and **SCHLUMBERGER TECHNOLOGY CORPORATION**, a Texas corporation ("Tenant").

### RECITALS

**WHEREAS**, Tenant leases certain real property located at 1200 Enclave Parkway in Houston, Texas, as described on Exhibit "A" attached to this Agreement ("Property"); and

**WHEREAS**, Tenant is establishing a Western Hemisphere Financial Services hub at the Property to serve as the financial services headquarters for Tenant's western hemisphere operations; and

**WHEREAS**, the City recognizes a critical need to maintain and attract quality commercial enterprise in the City of Houston, and the positive economic impact that Tenant's headquarters will bring to the City through development and diversification of the economy, elimination of unemployment and underemployment through the retention and creation of high-paying jobs, the attraction of new businesses, and the retention and growth of the ad valorem and personal property tax revenue generated by Tenant's operations; and

**WHEREAS**, the City has established a program in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code ("Chapter 380") pursuant to which the City has the authority to make loans or grants of public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the City of Houston, including the authority to enter into this Agreement; and

**WHEREAS**, in consideration of Tenant's operation of its business on the Property and in accordance with the performance measures set forth herein, which will generate Tax Revenues (as defined herein) for the City, the City agrees to grant to Tenant a 50% reimbursement of the real and personal property taxes that Tenant pays on the Property for a period of ten years; and

**WHEREAS**, to ensure that the benefits the City provides under this Agreement are utilized in a manner consistent with Chapter 380 and other law, Tenant agrees to comply with certain conditions for receiving those benefits, including performance conditions relating to job creation and business operations; and

**WHEREAS**, the City and Tenant desire to enter into this Agreement for their mutual benefit;



**NOW, THEREFORE**, for and in consideration of the foregoing recitals and of the mutual promises, obligations, covenants and benefits herein contained, the City and Tenant contract and agree as follows:

## **ARTICLE I. DEFINITIONS**

- 1.1 Incorporation of Recitals. The recitals to this Agreement are hereby incorporated for all purposes.
- 1.2 Definitions. The terms "Agreement," "Chapter 380," "City," "Tenant," and "Property" have the meanings given to such terms in the Recitals, and the following terms have the following meanings:
  - 1.2.1 "Calendar Year" means the 365-day period beginning January 1<sup>st</sup> and ending December 31<sup>st</sup>.
  - 1.2.2 "Effective Date" means the date that this Agreement is countersigned by the City Controller as shown on the execution page of this Agreement.
  - 1.2.3 "Financial Services Center" means a support center for Tenant's operations utilizing not less than 100,000 square feet of space, as more fully described on Exhibit "A" attached to this Agreement.
  - 1.2.4 "Force Majeure" has the meaning defined in Section 6.2 of this Agreement.
  - 1.2.5 "Job Creation Condition" has the meaning defined in Section 3.1.1 of this Agreement.
  - 1.2.6 "Operation Condition" has the meaning defined in Section 3.1.2 of this Agreement.
  - 1.2.7 "Party" or "Parties" means the City and Tenant.
  - 1.2.8 "Reimbursement Amount" means fifty-percent (50%) of the City's portion of the Tax Revenues.
  - 1.2.9 "Tax Revenues" means the total ad valorem and personal property taxes generated by the Property during each year of the Term of the Agreement.
  - 1.2.10 "Tenant Conditions" means the Job Creation Condition and the Operation Condition.
  - 1.2.11 "Term" means the duration of this Agreement, commencing on the Effective Date and continuing for a period of ten (10) years.

- 1.3 Singular and Plural. For the purposes of this Agreement, words and their definitions used in the singular also include the plural, and vice versa.

## ARTICLE II. REPRESENTATIONS

- 2.1 Representations of the City. The City hereby represents to Tenant that, as the date hereof:

2.1.1 The City is a duly created and existing municipal corporation and home-rule municipality of the State of Texas pursuant to the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations contemplated by this Agreement.

2.1.2 The City has the power, authority and legal right under the laws of the State of Texas and the City Charter to enter into and perform this Agreement and the execution, delivery and performance hereof: (i) will not, to the best of its knowledge, violate any applicable judgment, order, law, or regulation; and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

2.1.3 This Agreement has been duly authorized, executed, and delivered by the City, and constitutes a legal, valid, and binding obligation of the City, enforceable in accordance with its terms, except to the extent that: (i) the enforceability of such instrument may be limited by bankruptcy, reorganization, insolvency, moratorium, or other, similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights; and (ii) certain equitable remedies, including specific performance, may be unavailable. The execution, delivery, and performance of this Agreement by the City do not require the consent or approval of any person which has not been obtained.

- 2.2 Representations of Tenant. Tenant hereby represents to the City that, as of the date hereof:

2.2.1 Tenant is duly authorized and existing in good standing under the laws of the State of Texas, and is qualified to do business in the State of Texas.

2.2.2 Tenant has the power, authority and legal right to enter into and perform its obligations and commitments as set forth in this Agreement, and the execution, delivery and performance hereof: (i) have been duly authorized, and will not, to the best of Tenant's knowledge, violate any judgment, order, law, or regulation applicable to Tenant; and (ii) do not constitute a default under, or result in the

creation of, any lien, charge, encumbrance, or security interest upon any assets of Tenant under any agreement or instrument to which Tenant is a party or by which Tenant or its assets may be bound or affected.

- 2.2.3 This Agreement has been duly authorized, executed, and delivered by Tenant, and constitutes a legal, valid, and binding obligation of Tenant, enforceable in accordance with its terms, except to the extent that the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium, or other, similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.

### ARTICLE III. TENANT COMMITMENTS

- 3.1 Tenant Conditions. In consideration of the City agreeing to grant Tenant the Reimbursement Amount in accordance with the terms, provisions, and conditions of this Agreement, Tenant agrees to comply with the following conditions that must be fulfilled in order to receive the Reimbursement Amount (collectively, "Tenant Conditions"):
- 3.1.1 Job Creation Condition. Tenant's receipt of the Reimbursement Amount is subject to Tenant's fulfillment of the following commitment ("Job Creation Condition"): Tenant agrees to relocate one hundred seventy-five jobs (175) to the Property by December 31, 2013, and to create at least four hundred (400) new, full-time equivalent positions at the Property by December 31, 2014, for a total of at least five hundred seventy-five (575) jobs. As used herein, "jobs" means full-time equivalent positions providing a regular work schedule of at least thirty-five (35) hours per week; provided that two (2) part-time positions shall be equivalent to and considered as one full-time equivalent position. As used herein, "part-time" means a position which is not a full-time equivalent position, and which provides a regular work schedule of at least twenty (20) hours per week.
- 3.1.1.1 On or before January 1<sup>st</sup> of each year that the Agreement is in effect, a corporate officer of Tenant, or his or her designee, shall provide the City a sworn statement that Tenant is and has been in compliance with the Job Creation Condition for the preceding Calendar Year.
- 3.1.1.2 If Tenant does not satisfy the Job Creation Condition for any period during the Term of this Agreement, and if such failure continues for sixty (60) days after written notice to Tenant, the City may, beginning on the date which is sixty (60) days after such written notice and ending on the date Tenant has provided evidence that it has satisfied the Job Creation Condition, reduce the Reimbursement Amount to be paid to Tenant by the same percentage by which Tenant does not satisfy the Job Creation Condition.

- 3.1.2 Operation Condition. Tenant shall operate a Financial Services Center on the Property during the Term of this Agreement, subject only to: (i) events of Force Majeure, as defined in this Agreement; (ii) reasonable periods of closing actually required for repair or restoration following casualty and condemnation; and (iii) temporary closings not to exceed two hundred seventy (270) days, and not more frequently than once every three (3) years for repair, renovations, and/or alterations of the Property ("Operation Condition").

#### **ARTICLE IV. CITY COMMITMENT**

- 4.1 Payment of Reimbursement Amount. The Reimbursement Amount shall accrue beginning on the first day of the first January immediately following the Effective Date and continuing each year for ten (10) years. The City shall pay the Reimbursement Amount due to Tenant within thirty (30) days following the end of the month in which the City receives its portion of the Tax Revenues ("City Commitment"). The City's obligation to pay Tenant the Reimbursement Amount is an unconditional obligation if the Property generates Tax Revenues. Except for a reduction pursuant to Section 3.1 of this Agreement, the Reimbursement Amount is not subject to any reduction or offset.
- 4.2 Maintenance of Records. The City shall maintain complete books and records of the Tax Revenues and Reimbursement Amounts calculated and paid to Tenant, which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Texas municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of Tenant during normal business hours upon written request to the City made by Tenant not less than five (5) business days prior to the requested date of such examination. The City shall maintain such books and records throughout the Term of this Agreement and retain them for two (2) years thereafter. Tenant shall have the right to review and audit such books and records, upon giving at least five (5) business days' prior written notice to the City.

#### **ARTICLE V. TERM OF THE AGREEMENT**

- 5.1 Term; Termination. The term of this Agreement commences on the Effective Date and continues for a period of ten (10) years ("Term"). Upon receipt of the final Reimbursement Amount by Tenant in accordance with this Agreement, the City's obligation to pay the Reimbursement Amount shall terminate. Upon expiration of the Term of this Agreement, the Parties' obligations hereunder shall terminate.

## ARTICLE VI. DEFAULT AND REMEDY

- 6.1 Default: Failure by the City to Satisfy Conditions. If the City fails to perform its obligations hereunder in substantial compliance with this Agreement (other than the financial obligations, which shall be in strict compliance) and, if such default remains uncured for a period of sixty (60) days after notice thereof shall have been given, Tenant shall have all rights and remedies to which it is entitled under this Agreement and under all applicable laws.
- 6.1.1 Notwithstanding anything in this Agreement which is or may appear to be to the contrary, nothing in this Agreement shall be construed as a waiver of City's immunity from suit.
- 6.2 Default: Failure by Tenant to Satisfy Conditions. If Tenant fails to satisfy any of the conditions and other obligations hereunder that must be fulfilled in order for Tenant to receive the Reimbursement Amount, and if any such condition or other obligation remains unsatisfied for a period of sixty (60) days after notice thereof shall have been given, then the City, as its sole and exclusive remedy (except as expressly provided in Section 3.1 above), may terminate this Agreement by written notice to Tenant and hereby waives all other rights and remedies it may have at law or in equity for the failure of Tenant to satisfy any such condition.
- 6.3 Notwithstanding the foregoing, the Director and the City Attorney are hereby authorized to negotiate and enter into amendments and revisions to the Agreements under which there are noticed incurable defaults or curable defaults which have not been cured after notice and opportunity to cure. In the foregoing circumstances, the Parties are also authorized to negotiate and enter into any other and further agreements they determine best protect the City's interests.
- 6.4 Force Majeure. Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by either Party (specifically excluding any monetary obligations) is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions (such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, hurricane or tornadoes) labor action, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay. The Party claiming delay of performance as a result of any of the foregoing *force majeure* events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a *force majeure* event causing such delay, the claiming

Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Section.

## ARTICLE VII. GENERAL

- 7.1 Entire Agreement. This Agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.
- 7.2 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by both the City and Tenant.
- 7.3 Consents and Approvals. Whenever this Agreement requires or permits approval or consent to be hereafter given by either Party, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed. The City's Finance Director, or his or her designee, may consent on behalf of the City.
- 7.4 Additional Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent.
- 7.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction for any reason, such provision shall be fully severable, and the remainder of this Agreement shall remain in full force and effect. This Agreement shall be construed and enforced as if such invalid or unenforceable provision had never comprised a part of this Agreement.
- 7.6 No Third Party Beneficiaries. Except as may be expressly provided herein, there are no intended third party beneficiaries to this Agreement.
- 7.7 Notices. Any notice or other communication required or permitted to be given pursuant to this Agreement shall be given to the other Party at the following address:

**Tenant:** Schlumberger Technology Corporation  
Attn: Mark Hastings, Transaction Tax Manager, North America  
100 Gillingham, Room 104  
Sugar Land, Texas 77478  
Telephone: (281) 285-4654

**The City:** City of Houston  
P.O. Box 1562  
Houston, Texas 77002  
Attn: Director, Finance Department

Any such notice or communication shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either Party may change the above address by sending written notice of such change to the other Party in the manner provided above. With the written consent of the receiving Party, notice may be given by facsimile transmission or electronic mail.

- 7.8 Successors and Assigns. Except as provided in this Section 7.6, no Party shall have the right to assign its rights or interests under this Agreement without the prior written consent of the other Party. Such written consent shall not be unreasonably withheld, and if such consent is not received by the Party seeking consent within thirty (30) days of its request for consent, the assignment will be deemed approved. Notwithstanding the foregoing, the City hereby consents to Tenant's assignment of its rights and responsibilities hereunder to: (i) any related, affiliated or subsidiary entity to which substantially all of Tenant's assets, liabilities and rights to proceed with development of the Project are transferred, or (ii) to any person or entity to which Tenant assigns, subleases, or otherwise conveys its interest in the Property, provided that such assignee agrees in writing to assume Tenant's obligations under this Agreement.
- 7.9 Exhibits; Titles of Articles; Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a Section or Subsection shall be considered a reference to such Section or Subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.
- 7.10 Applicable Law. This Agreement is a contract made pursuant to, and shall be construed in accordance with and governed by, the laws of the United States of America and the State of Texas, as such laws are now in effect.
- 7.11 Conflicts with Laws. Except as specifically provided herein, nothing in this Agreement shall be construed to alter or affect the obligation of the Parties to comply with any ordinance, rule, or regulation of the City, or the laws and regulations of the State of Texas and the United States.
- 7.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute this Agreement.

[EXECUTION PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

**SCHLUMBERGER TECHNOLOGY CORPORATION**

**CITY OF HOUSTON, TEXAS**

By: \_\_\_\_\_  
[NAME]  
[TITLE]

\_\_\_\_\_  
Mayor

**ATTEST:**

**ATTEST/SEAL:**

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
City Secretary

**COUNTERSIGNED:**

\_\_\_\_\_  
City Controller

**DATE COUNTERSIGNED:**

**APPROVED:**

\_\_\_\_\_  
Director, Finance Department

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant City Attorney  
L.D. File No. 0341100075001



**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

Location: 1200 Enclave Parkway, Houston, Texas 77007, in the building known as 1200 Enclave Parkway ("Building").

Building Area: 149,683 rentable square feet.

Building Floors: 6 Floors.

Premises: Approximately 105,432 rentable square feet representing the entirety of floors 3-6. All measurements with respect to the Premises area shall be in accordance with the standards of the Building Owners and Managers Association (BOMA).