UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 11, 2012

SCHLUMBERGER N.V. (SCHLUMBERGER LIMITED)

(Exact name of registrant as specified in its charter)

Curação (State or other jurisdiction of incorporation) 1-4601 (Commission File Number) 52-0684746 (IRS Employer Identification No.)

42, rue Saint-Dominique, Paris, France 75007 5599 San Felipe, 17th Floor, Houston, Texas 77056 Parkstraat 83, The Hague, The Netherlands 2514 JG (Addresses of principal executive offices and zip or postal codes)

Registrant's telephone number in the United States, including area code: (713) 375-3400

follo	Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the ollowing provisions (see General Instruction A.2. below):				
	Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)				
	Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)				
	Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))				
	Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))				

Item 5.07 Submission of Matters to a Vote of Security Holders.

The 2012 Annual General Meeting of Stockholders (the "Annual Meeting") of Schlumberger Limited (Schlumberger N.V.), a Curaçao corporation ("Schlumberger"), was held on April 11, 2012. At the Annual Meeting, the stockholders of Schlumberger:

- Item 1—elected all 12 director nominees;
- Item 2—approved, on an advisory basis, Schlumberger's executive compensation;
- Item 3—approved Schlumberger's Consolidated Balance Sheet as at December 31, 2011, its Consolidated Statement of Income for the year ended December 31, 2011, and the declarations of dividends by the Board of Directors in 2011 as reflected in Schlumberger's 2011 Annual Report to Stockholders; and
- Item 4— approved the appointment of PricewaterhouseCoopers LLP as the independent registered public accounting firm to audit the accounts of Schlumberger for 2012; and
- Item 5—approved amendments to the Schlumberger 2004 Stock and Deferral Plan for Non-Employee Directors to increase the number of shares available for issuance, and to make certain technical changes.

The proposals are described in detail in Schlumberger's definitive proxy statement for the Annual Meeting, which was filed with the SEC on March 1, 2012 (the "Definitive Proxy Statement").

The results are as follows:

Item 1—Election of Directors

All director nominees were elected at the Annual Meeting.

	For	Against	Abstain	Broker Non-votes
Peter L.S. Currie	957,679,013	2,305,319	5,297,878	111,678,378
Tony Isaac	892,394,134	66,043,557	6,844,519	111,678,378
K. Vaman Kamath	958,682,551	1,304,396	5,295,263	111,678,378
Paal Kibsgaard	963,445,870	1,012,617	823,723	111,678,378
Nikolay Kudryavtsev	958,720,729	1,270,708	5,290,773	111,678,378
Adrian Lajous	953,911,489	5,460,690	5,910,031	111,678,378
Michael E. Marks	954,723,132	5,276,166	5,282,912	111,678,378
Elizabeth A. Moler	956,370,374	3,662,295	5,249,541	111,678,378
Lubna S. Olayan	952,520,788	7,452,415	5,309,007	111,678,378
Leo Rafael Reif	957,650,064	2,327,616	5,304,530	111,678,378
Tore I. Sandvold	957,768,952	2,209,154	5,304,104	111,678,378
Henri Seydoux	954,887,275	930,570	9,464,365	111,678,378

Item 2—Advisory Resolution to Approve Executive Compensation

The advisory resolution to approve Schlumberger's executive compensation, as described in the Definitive Proxy Statement, was approved with approximately 98.32% of the votes cast at the Annual Meeting voting in favor of the advisory resolution.

For	Against	Abstain	Broker Non-votes
923,175,613	15,775,188	26,331,409	111,678,378

Item 3—Financial Statements and Dividends

The proposal to approve Schlumberger's Consolidated Balance Sheet as at December 31, 2011, its Consolidated Statement of Income for the year ended December 31, 2011, and the declarations of dividends by the Board of Directors in 2011 as reflected in Schlumberger's 2011 Annual Report to Stockholders, as described in the Definitive Proxy Statement, was approved with approximately 99.80% of the votes cast at the Annual Meeting voting for the proposal.

For	Against	Abstain	Broker Non-votes
1,069,755,886	2,185,094	5,019,608	0

Item 4—Independent Registered Public Accounting Firm

The proposal to approve the appointment of PricewaterhouseCoopers LLP as the independent registered public accounting firm to audit the accounts of Schlumberger for 2012, as described in the Definitive Proxy Statement, was approved with approximately 98.97% of the votes cast at the Annual Meeting voting for the proposal.

For	Against	Abstain	Broker Non-votes
1.062.832.568	11.056.884	3.071.136	0

Item 5—Amendments to 2004 Stock and Deferral Plan for Non-Employee Directors

The proposal to approve amendments to the Schlumberger 2004 Stock and Deferral Plan for Non-Employee Directors to increase the number of shares available for issuance, and to make certain technical changes, as described in the Definitive Proxy Statement, was approved with approximately 93.44% of the votes cast at the Annual Meeting voting for the proposal.

For	Against	Abstain	Broker Non-votes
882,843,642	61,945,141	20,493,427	111,678,378

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The following is filed as an exhibit to this report:

10 Schlumberger 2004 Stock and Deferral Plan for Non-Employee Directors, as amended and restated effective January 19, 2012.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SCHLUMBERGER N.V. (SCHLUMBERGER LIMITED)

By: /s/ Howard Guild Howard Guild Chief Accounting Officer

Date: April 11, 2012

SCHLUMBERGER LIMITED 2004 STOCK AND DEFERRAL PLAN FOR NON-EMPLOYEE DIRECTORS

(As Amended and Restated Effective January 19, 2012)

ARTICLE I PURPOSES OF PLAN AND DEFINITIONS

1.1 <u>Purpose</u>. Schlumberger Limited established this 2004 Stock and Deferral Plan for Non-Employee Directors (the "Plan") for the purpose of providing non-employee directors of the Company with regular grants of shares of the common stock of the Company (or units representing such shares) and the opportunity to defer a portion of their compensation, in order to provide greater incentives for those non-employee Directors to attain and maintain the highest standards of performance, to attract and retain non-employee Directors of outstanding competence and ability, to stimulate the active interest of such persons in the development and financial success of the Company, to further the identity of interests of such non-employee Directors with those of the Company's stockholders generally, and to reward such non-employee Directors for outstanding performance. The Plan was originally established effective April 14, 2004 and approved by the stockholders of the Company at their April 2004 annual general meeting. Effective April 19, 2007, the Plan was amended and restated to allow a non-employee Director to defer the payment of part or all of his or her Cash Compensation. The Plan is hereby amended and restated effective January 19, 2012.

1.2 Definitions.

"Annual Director Award Date" means the last day of the calendar month in which occurs the first Board meeting following the regular annual general meeting of the stockholders of the Company, or, if the last day of the calendar month is not a business day, then the next business day.

"Board of Directors" or "Board" means the Board of Directors of the Company.

"Cash Compensation" means the total cash compensation which is paid to Eligible Directors for services rendered, including any annual retainer fees and any annual fees related to committee membership or services as a committee chair.

"Committee" means such committee as is designated by the Board to administer the Plan in accordance with Article II, or if no such committee is designated, the Board.

"Common Stock" means the Common Stock, par value \$.01 per share, of the Company.

"Company" means Schlumberger Limited, a corporation incorporated under the laws of the former Netherlands Antilles and now existing as a Curação corporation.

- "Deferred Compensation Account" means the bookkeeping account maintained for each Participant to record certain amounts deferred by the Participant in accordance with Article IV hereof.
- "Determination Date" means the date on which delivery of a Participant's deferred Stock Awards or Cash Compensation is made or commences, as determined in accordance with Section 5.1.
 - "Director" means an individual who is serving as a member of the Board.
 - "Eligible Director" means each Director who is not an employee of the Company or of any of its subsidiaries.
- "Money Market Equivalents" means a phantom investment benchmark that is used to measure the return credited to a Participant's Deferred Compensation Account. To the extent Money Market Equivalents are elected, interest equivalents will be credited to the Participant's Deferred Compensation Account as of the last day of each calendar month based upon the average daily balance in the account for the month and the IMONEY NET First Tier Institutional Index benchmark return for the month as determined from Northern Trust or a similar or equivalent index of money fund assets to be determined by the Committee to be in effect from time to time.
 - "Participant" means an Eligible Director who is granted Stock Awards pursuant to Article III.
 - "Stock Award" means an award of shares of Common Stock, restricted Common Stock or restricted Stock Units pursuant to Article III.
- "Stock Unit" means a unit which represents the right to receive one share of Common Stock under such terms and conditions as may be prescribed by the Committee and this Plan.
- "S&P 500 Index" means a phantom investment benchmark that is used to measure the return credited to a Participant's Deferred Compensation Account. To the extent S&P 500 Equivalents are elected, the earnings (or loss) equivalents will be credited (or debited) to the Participant's Deferred Compensation Account as of the last day of each calendar quarter based upon the balance in the account as of the last day of the quarter and the returns realized by the Standard & Poor's 500 Index for the quarter.

ARTICLE II ADMINISTRATION OF THE PLAN

- 2.1 Committee. This Plan shall be administered by the Committee.
- 2.2 <u>Committee's Powers</u>. Subject to the provisions hereof, the Committee shall have full and exclusive power and authority to administer this Plan and to take all actions which are specifically contemplated hereby or are necessary or appropriate in connection with the administration hereof. The Committee shall also have full and exclusive power to interpret

this Plan and to adopt such rules, regulations, and guidelines for carrying out this Plan as it may deem necessary or proper, all of which powers shall be exercised in the best interests of the Company and in keeping with the objectives of this Plan. The Committee shall also have the full and exclusive power to adopt rules, procedures, guidelines and sub-plans to this Plan relating to the operation and administration of the Plan to accommodate the specific requirements of local laws and procedures in foreign jurisdictions. The Committee may, in its discretion, determine the eligibility of individuals to participate herein, determine the amount of Stock Awards or Cash Compensation a Participant may elect to defer, or waive any restriction or other provision of this Plan. The Committee may correct any defect or supply any omission or reconcile any inconsistency in this Plan in the manner and to the extent the Committee deems necessary or desirable to carry it into effect.

- 2.3 <u>Committee Determinations Conclusive</u>. Any decision of the Committee in the interpretation and administration of this Plan shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all parties concerned.
- 2.4 <u>Committee Liability</u>. No member of the Committee or officer of the Company to whom the Committee has delegated authority in accordance with the provisions of Section 2.5 of this Plan shall be liable for anything done or omitted to be done by him or her, by any member of the Committee or by an officer of the Company in connection with the performance of any duties under this Plan, except for his or her own willful misconduct or as expressly provided by statute.
- 2.5 <u>Delegation of Authority</u>. The Committee may delegate to the Chief Executive Officer and to other senior officers of the Company its duties under this Plan (other than its granting authority described in Article III) pursuant to such conditions or limitations as the Committee may establish.

ARTICLE III STOCK AWARDS

- 3.1 <u>Shares Available</u>. There shall be available for Stock Awards during the term of this Plan an aggregate of 450,000 shares of Common Stock. Shares of Common Stock will be made available from either (a) the Company's authorized but unissued shares or (b) treasury shares that have been issued but reacquired by the Company.
- 3.2 Annual Grants. On each Annual Director Award Date all Eligible Directors as of such Annual Director Award Date shall be granted a Stock Award as compensation for services to be performed thereafter through the next succeeding Annual Director Award Date. Such Stock Award shall be granted with respect to a number of shares of Common Stock in the form of a number of shares of Common Stock, restricted Common Stock or restricted Stock Units, with the form and amount of such Stock Awards to be determined by the Committee; provided however that each such annual Stock Award may not exceed 6,000 shares of Common Stock, restricted Common Stock or restricted Stock Units. The Stock Award shall be subject to such terms, conditions and restrictions (including vesting) as the Committee may determine in its discretion in connection with such award.

ARTICLE IV DEFERRAL ELECTION AND ACCOUNTS

- 4.1 <u>Deferral Election</u>. A Director, at the discretion of the Committee, may irrevocably elect to defer the receipt of all or part of a Stock Award and/or Cash Compensation by submitting a Deferral Election in the manner specified by the Committee. The Deferral Election (i) shall specify the number of shares of Common Stock the receipt of which the Participant elects to defer and/or the amount or percentage of Cash Compensation, (ii) shall designate the period of deferral among the choices provided in Section 5.1, and (iii) may not be revoked or modified.
- 4.2 <u>Timing of Elections</u>. For annual grants of Stock Awards pursuant to Section 3.2, Deferral Elections must be made (i) for Stock Awards, no later than December 30 of each calendar year preceding the applicable Annual Director Award Date and (ii) for Cash Compensation, no later than the last day of the calendar year immediately preceding the calendar year in which such payments would have otherwise been paid. Deferral Elections may be completed by newly appointed Eligible Directors no later than the date that is 30 days after the date such individual first becomes an Eligible Director; provided that such Deferral Election may apply solely to Stock Awards or Cash Compensation related to services to be performed subsequent to such Deferral Election. The Committee shall be authorized to adopt such other rules and limitations as it shall determine are necessary or appropriate with respect to the timing of elections to defer Stock Awards or Cash Compensation under the Plan.
- 4.3 <u>Establishment of Accounts</u>. The Company shall also set up an appropriate record (hereinafter called the "Deferred Compensation Account") which will from time to time reflect the name of each Participant and (i) the number of restricted Stock Units and, if applicable, dividend equivalents credited to such Participant pursuant to Section 4.4 and (ii) the Cash Compensation deferred pursuant to Section 4.1 plus earnings or losses credited thereon monthly.
- 4.4 <u>Crediting of Deferred Stock Awards or Restricted Stock Unit Awards</u>. Any Stock Awards deferred pursuant to a Deferral Election as described in Section 4.1 shall be credited to the Participant's Deferred Compensation Account as of the date the shares would otherwise have been delivered pursuant to Article III in the form of a number of restricted Stock Units equal to the number of shares of Common Stock deferred, and any restricted Stock Units awarded pursuant to Section 3.2 shall also be credited to a Participant's Deferred Compensation Account as of such date. No interest will be credited to a Participant's Deferred Compensation Account that a cash dividend is paid on Common Stock during the period that restricted Stock Units are credited to the Participant's Deferred Compensation Account, an amount equivalent to the amount of the cash dividend will be credited to the Participant's Deferred Compensation Account and the accumulated amount will be paid out without interest at the end of the period of deferral.

4.5 Adjustments.

- (a) Exercise of Corporate Powers. The existence of this Plan and any outstanding restricted Stock Units credited hereunder shall not affect in any manner the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the capital stock of the Company or its business or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or prior preference stock (whether or not such issue is prior to, on a parity with or junior to the existing Common Stock) or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding of any kind, whether or not of a character similar to that of the acts or proceedings enumerated above.
- (b) Recapitalizations, Reorganizations and Other Activities. In the event of any subdivision or consolidation of outstanding shares of Common Stock, declaration of a dividend payable in shares of Common Stock or other stock split, then (i) the number of restricted Stock Units relating to such class of Common Stock; (ii) the appropriate fair market value and other price determinations for such restricted Stock Units; (iii) the number of shares reserved for issuance under this Plan in Section 3.1 and (iv) the limitations designated in Section 3.2 of this Plan shall each be proportionately adjusted by the Board to reflect such transaction. In the event of any other recapitalization or capital reorganization of the Company, any consolidation or merger of the Company with another corporation or entity, the adoption by the Company of any plan of exchange affecting any class of Common Stock or any distribution to holders of any class of Common Stock of securities or property (other than normal cash dividends or dividends payable in Common Stock), the Board shall make appropriate adjustments to (i) the number of restricted Stock Units relating to such class of Common Stock; (ii) the appropriate fair market value and other price determinations for such restricted Stock Units; (iii) the number of shares reserved for issuance under this Plan in Section 3.1 and (iv) the limitations designated in Section 3.2 of this Plan to give effect to such transaction; provided that such adjustments shall only be such as are necessary to preserve, without increasing, the value of such items. In the event of a corporate merger, consolidation, acquisition of property or stock, separation, reorganization or liquidation, the Board shall be authorized to issue or assume restricted Stock Units by means of substitution of new restricted Stock Units, as appropriate, for previously issued restricted Stock Units or an assumption of previously issued restricted Stock Units as part of such adjustment.
- 4.6 <u>Deferred Cash Compensation</u>. Each Participant shall be entitled to direct the manner in which his or her deferred Cash Compensation will be deemed to be invested for the period of deferral and in accordance with such rules, regulations and procedures as the Committee may establish from time to time. Notwithstanding anything to the contrary herein, earnings and losses based on a Participant's investment elections shall begin to accrue as of the date such Participant's deferred Cash Compensation amounts are credited to his or her Deferred Compensation Account and shall end on the Determination Date (as defined in Section 5.1 below). Each Participant may choose to have his or her deferred Cash Compensation deemed to be invested in the Common Stock, Money Market Equivalents or S&P 500 Equivalents. Any amounts deemed to be invested in the Company's Common Stock shall (1) have a purchase price equal to the fair market value (as defined below) of each share of Common Stock on the date the investment is deemed to have occurred, and (2) be credited with dividend equivalents representing cash dividends payable with respect to the Common Stock, if any. For purposes of

the Plan, the "fair market value "of Common Stock shall be deemed to equal the closing sales price per share of the Common Stock in the New York Stock Exchange Composite Transactions Quotations, as reported for that date, or if there shall have been no such reported prices for that date, the reported closing sales price on the last preceding date on which a composite sale or sales were effected on one or more of the exchanges on which the shares of Common Stock were traded shall be the fair market value.

ARTICLE V DELIVERY OF DEFERRED SHARES OR CASH

- 5.1 <u>Period of Deferral</u>. With respect to (a) Stock Awards and/or Cash Compensation deferred pursuant to Section 4.1, a Participant may elect that delivery of deferred Stock Awards and/or Cash Compensation credited to the Participant under the Plan be made or commence at (i) a date that is one year following the date of the termination of the Participant's status as a Director of the Company, or (ii) the date of the termination of the Participant's status as a Director of the Company, and (b) restricted Stock Units granted pursuant to Section 3.2, the Committee shall determine the date or conditions as of which shares represented by such restricted Stock Units will be delivered (the date elected or selected by the Participant or the Committee, as applicable, to be known as the "Determination Date"). Delivery of shares will be made within 60 days after the Determination Date.
- 5.2 <u>Delivery of Deferred Stock Awards and Deferred Cash Compensation</u>. As of the Determination Date, the aggregate number of restricted Stock Units and, if applicable, dividend equivalents credited to a Participant's Deferred Compensation Account as of such Determination Date shall be calculated. A Participant shall receive delivery of a number of shares of Common Stock equal to the aggregate number of restricted Stock Units and a cash payment equal to the amount of the aggregate dividend equivalents representing cash dividends payable with respect to the Company's Common Stock, if any, over the period beginning on the Annual Director Award Date and ending on the Determination Date. As of the Determination Date, a Participant's Cash Compensation deemed to be invested in Money Market Equivalents or S&P 500 Equivalents, plus any amounts credited to a Participant's Deferred Compensation Account pursuant to Section 4.6 herein, shall be payable in the form of a cash lump sum. As of the Determination Date, a Participant's Cash Compensation deemed to be invested in shares of the Company's Common Stock shall be payable in the form of shares of the Company's Common Stock plus a cash payment equal to the amount of the aggregate dividend equivalents.
- 5.3 <u>Death Prior to Payment</u>. In the event that a Participant dies prior to delivery of all shares and funds deliverable pursuant to the Plan, any remaining shares and funds credited to Participant's Deferred Compensation Account shall be delivered to the Participant's estate within 60 days following the Company's notification of the Participant's death.
- 5.4 <u>Delivery to Incompetents</u>. To the extent allowed under applicable law, should the Participant become incompetent, the Company shall be authorized to deliver shares and funds credited to Participant's Deferred Compensation Account and deliverable pursuant to the Plan to a guardian or legal representative of such incompetent, or directly to such incompetent, whichever manner the Committee shall determine in its sole discretion.

ARTICLE VI MISCELLANEOUS

- 6.1 <u>Unfunded Plan</u>. Nothing contained herein shall be deemed to create a trust of any kind or create any fiduciary relationship. This Plan shall be unfunded. To the extent that a Participant acquires a right to receive delivery of shares from the Company under the Plan, such right shall not be greater than the right of any unsecured general creditor of the Company and such right shall be an unsecured claim against the general assets of the Company. Although bookkeeping accounts may be established with respect to Participants, any such accounts shall be used merely as a bookkeeping convenience. The Company shall not be required to segregate any assets that may at any time be represented by stock or rights thereto, nor shall this Plan be construed as providing for such segregation, nor shall the Company, the Board or the Committee be deemed to be a trustee of any stock or rights thereto to be granted under this Plan. Any liability or obligation of the Company to any Participant with respect to stock or rights thereto under this Plan shall be based solely upon any contractual obligations that may be created by this Plan, and no such liability or obligation of the Company shall be deemed to be secured by any pledge or other encumbrance on any property of the Company. Neither the Company nor the Board nor the Committee shall be required to give any security or bond for the performance of any obligation that may be created by this Plan.
- 6.2 <u>Title to Funds Remains with Company</u>. Amounts credited to each Participant's Deferred Compensation Account shall not be specifically set aside or otherwise segregated, but will be combined with corporate assets. Title to such amounts will remain with the Company and the Company's only obligation will be to make timely delivery to Participants in accordance with the Plan.
- 6.3 <u>Statement of Account</u>. A statement will be furnished to each Participant annually on such date as may be determined by the Committee stating the balance of Deferred Compensation Account as of a recent date designated by the Committee.
- 6.4 <u>Assignability</u>. Except as provided in Section 5.3, no right to receive delivery of shares hereunder shall be transferable or assignable by a Participant except by will or the laws of descent and distribution or pursuant to a qualified domestic relations order as defined by the U.S. Internal Revenue Code of 1986, as amended (the "Code") or Title I of the Employee Retirement Income Security Act of 1974, as amended, or the rules thereunder. Any attempted assignment of any benefit under this Plan in violation of this Section 6.4 shall be null and void.
- 6.5 Amendment, Modification, Suspension or Termination. The Board may amend, modify, suspend or terminate this Plan for the purpose of meeting or addressing any changes in legal requirements or for any other purpose permitted by law, except that (i) no amendment, modification or termination shall, without the consent of the Participant, impair the rights of any Participant to the number of restricted Stock Units credited to such Participant's Deferred Compensation Account as of the date of such amendment, modification or termination and (ii) no amendment or modification shall be effective prior to its approval by the stockholders of the Company to the extent such approval is required by applicable legal requirements or the requirements of the securities exchange on which the Company's Common Stock is listed. The Board may at any time and from time to time delegate to the Committee any or all of this authority under this Section 6.5.

- 6.6 <u>Governing Law</u>. This Plan and all determinations made and actions taken pursuant hereto, to the extent not otherwise governed by mandatory provisions of the Code or the securities laws of the United States, shall be governed by and construed in accordance with the laws of the State of Texas.
- 6.7 <u>Tax and Social Insurance</u>. Participants are responsible for any and all tax or social insurance due on Stock Awards or restricted Stock Units under this Plan. Participants shall pay or make arrangements to satisfy all withholding obligations of the Company related to this Plan. The Company has the authority to satisfy any withholding obligations from funds or shares of Common Stock deliverable pursuant to this Plan or other cash compensation due a Participant, if applicable.
- 6.8 <u>Code Section 409A</u>. To the extent applicable, this Plan is intended to comply with the provisions of Code Section 409A and related regulations and United States Department of the Treasury pronouncements ("Section 409A") with respect to amounts deferred or vested on or after January 1, 2005, and shall be interpreted accordingly. To the extent it would not adversely impact the Company, the Company agrees to interpret, apply and administer this Plan in the least restrictive manner necessary to comply with such requirements and without resulting in any diminution in the value of payments or benefits to the Participants. No action taken to comply with Section 409A shall be deemed to adversely affect the Participant's rights under this Plan.

SC	HLUMBERGER LIMITED