U.S. Department of Justice

Criminal Division

November 4, 2010

Mary C. Spearing, Esq.
Baker Botts L.L.P.
The Warner
1299 Pennsylvania Ave., NW
Washington, D.C. 20004-2400

Re: Noble Corporation

Dear Mrs. Spearing:

On the understandings specified below, the United States Department of Justice, Criminal Division, Fraud Section (the "Department") will not criminally prosecute Noble Corporation, a Swiss Corporation ("Noble" or the "Company"),[1] or any of its subsidiaries except as set forth below for any crimes (except for criminal tax violations, as to which the Department does not make any agreement) related to the making of improper payments by employees and agents of Noble and/or its subsidiaries to officials of the Nigerian Customs Service in connection with Noble's and/or its subsidiaries' import and export of goods and items relating to its operations in Nigeria from January 2003 to July 2007, and the accounting and record-keeping associated with these improper payments, as described in Attachment A (Statement of Facts). The Department enters into this Non-Prosecution Agreement based, in part, on the following factors: (a) Noble's discovery of the violations through its own internal investigation; (b) Noble's timely, voluntary, and complete disclosure of the facts described in Attachment A; (c) Noble's extensive, thorough, real-time cooperation with the Department and the U.S. Securities and Exchange Commission ("SEC") into the conduct described in Attachment A; (d) Noble's voluntary investigation of the Company's business operations throughout the world; (e) the existence of Noble's pre-existing compliance program and steps taken by Noble's Audit Committee to detect and prevent improper conduct from occurring; (f) Noble's remedial efforts to enhance its compliance program and oversight that have already been undertaken; (g) Noble's agreement to continue to implement enhanced compliance measures described in Attachment B (Corporate Compliance Program); and (h) Noble's agreement to provide annual, written reports to the Department on its

[1] At all times relevant to the conduct described in the attached Statement of Facts (Attachment A), Noble was a Cayman Islands company. In March 2009, a new Swiss parent company, also called Noble Corporation, was created. Noble Corporation, the Cayman Islands company, became a wholly-owned subsidiary of the Swiss parent company, Noble Corporation, through a stock transaction. Pursuant to this agreement, Noble Corporation, the currently existing Swiss parent corporation, agrees to enter into this agreement and abide by the terms herein.

progress and experience in maintaining and, as appropriate, enhancing its compliance policies and procedures, as described in Attachment C (Corporate Compliance Reporting).

It is understood that Noble admits, accepts, and acknowledges responsibility for the conduct of its employees, agents, and subsidiaries set forth in Attachment A, and agrees not to make any public statement contradicting Attachment A.

This Agreement does not provide any protection against prosecution for any corrupt payments, false books or records, or inadequate internal controls, if any, by Noble in the future. This Agreement applies only to Noble and its subsidiaries and not to any other entities or to any individuals. Noble expressly understands that the protections provided under this Agreement shall not apply to any acquirer or successor entities unless and until such acquirer or successor formally adopts and executes this Agreement.

It is understood that for the term of this Agreement, Noble shall: (a) commit no crimes as defined under applicable U.S. and state laws; and (b) truthfully and completely disclose non-privileged information with respect to the activities of Noble, its subsidiaries, officers and employees, and others concerning all matters about which the Department inquires of it, which information can be used for any purpose, except as otherwise limited in this Agreement; and (c) bring to the Department's attention all federal criminal conduct by, or criminal investigations of, Noble or any of its senior managerial employees that comes to the attention of Noble or its senior management, as well as any administrative proceeding, civil or criminal action brought by any U.S. or foreign governmental authority that alleges fraud by or against Noble.

Until the date upon which all investigations and any prosecution arising out of the conduct described in this Agreement are concluded, whether or not they are concluded within the term of this Agreement, Noble shall in any such investigation or prosecution: (a) cooperate fully with the Department, the Federal Bureau of Investigation, the SEC, and any other law enforcement agency designated by the Department; (b) assist the Department by providing logistical and technical support for any meeting, interview, grand jury proceeding, or any trial or other court proceeding; (c) use its best efforts promptly to secure the attendance and truthful statements or testimony of any officer, agent, or employee at any meeting or interview or before the grand jury or at any trial or other court proceeding; and (d) provide the Department, upon request, all non-privileged information, documents, records, or other tangible evidence about which the Department or any designated law enforcement agency inquires.

It is understood that Noble will strengthen its compliance, bookkeeping, and internal control standards and procedures, as set forth in Attachment B. It is further understood that Noble will provide annual written reports to the Department regarding its progress enhancing its compliance policies and procedures, as set forth in Attachment C.

It is understood that, if the Department determines that Noble has committed any crimes after signing this Agreement, that Noble has given false, incomplete, or misleading testimony or information at any time, or Noble otherwise has violated any provision of this Agreement, Noble

shall thereafter be subject to prosecution for any federal violation of which the Department has knowledge, including perjury and obstruction of justice. Any such prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against Noble, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the expiration of the term of this Agreement plus one year. Noble also expressly acknowledges and incorporates by reference the Tolling Agreement and Tolling Agreement Extensions that have previously been entered into between Noble and the Department. Thus, by signing this Agreement, Noble agrees that the statute of limitations with respect to any prosecution that is not time-barred on the date that this Agreement is signed, including all time tolled by the Tolling Agreement and Tolling Extensions, shall be tolled for the term of this Agreement plus one year.

It is understood that, if the Department determines that Noble has committed any crime after signing this Agreement, that Noble has given false, incomplete, or misleading testimony or information, or that Noble otherwise has violated any provision of this Agreement: (a) all statements made by Noble to the Department or other designated law enforcement agents, including Attachment A hereto, and any testimony given by Noble before a grand jury or other tribunal, whether prior or after to the signing of this Agreement, and any leads from such statements or testimony, shall be admissible in evidence in any criminal proceeding brought against Noble, its subsidiaries, employees, and/or agents; and (b) Noble shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, or any other federal rule that such statements or any leads therefrom should be suppressed. By signing this Agreement, Noble waives all rights in the foregoing respects.

It is understood that Noble has agreed to pay a monetary penalty in the amount of $2,590,000. Noble agrees to pay this monetary penalty to the United States Treasury within ten days of the signing of this agreement. The $2,590,000 penalty is final and shall not be refunded. Furthermore, nothing in this Agreement shall be deemed an agreement by the Department that the $2,590,000 amount is the maximum penalty that may be imposed in any future prosecution, and the Department is not precluded from arguing in any future prosecution that the Court should impose a higher fine, although the Department agrees that under those circumstances, it will recommend to the Court that any amount paid under this Agreement should be offset against any fine the Court imposes as part of a future judgment against Noble and/or its subsidiaries. Noble acknowledges that no tax deduction of any of the monetary penalty may be sought in connection with its payment under this Agreement.

It is further understood that this Agreement does not bind any federal, state, local, or foreign prosecuting authority other than the Department. The Department will, however, bring the cooperation of Noble to the attention of other prosecuting and investigative offices, if requested by Noble.

It is further understood that Noble and the Department may disclose this Agreement to the public.

With respect to this matter, from the date of execution of this Agreement forward, this Agreement supersedes all prior, if any, understandings, promises, and/or conditions between the Department and Noble. No additional promises, agreements, or conditions have been entered into other than those set forth in this Agreement and none will be entered into unless in writing and signed by all parties.

Sincerely yours,

DENIS J. MCINERNEY
Chief, Fraud Section

By: Stacey K. Luck
Stacey K. Luck
Senior Trial Attorney, Fraud Section

AGREED AND CONSENTED TO:

Noble Corporation

By: _____ Nov. 4, 2010
David W. Williams — Date
Chief Executive Officer

APPROVED:

By: _____ NOV. 4, 2010
Mary C. Spearing, Esq. — Date
Baker Botts L.L.P.
Attorney for Noble Corporation

ATTACHMENT A

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the Non-Prosecution Agreement between the United States Department of Justice (the "Department") and Noble Corporation ("Noble"). The Department and Noble agree that at all times material to this Statement of Facts, unless otherwise stated, the following is true and correct:

The Foreign Corrupt Practices Act

1. The Foreign Corrupt Practices Act of 1977, as amended, Title 15, United States Code, Section 78dd-1, *et seq.* ("FCPA"), was enacted by Congress for the purpose of, among other things, making it unlawful for certain classes of persons and entities to act corruptly in furtherance of an offer, promise, authorization, or payment of money or anything of value to a foreign government official for the purpose of obtaining or retaining business or securing any improper advantage.

2. Furthermore, the FCPA required any issuer of publicly traded securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, Title 15, United States Code, Section 781 ("the Exchange Act"), to make and keep books, records, and accounts that accurately and fairly reflect transactions and disposition of the company's assets and prohibited the knowing falsification of an issuer's books, records, or accounts. 15 U.S.C. §§ 78m(b)(2)(A), 78m(b)(5), and 78ff(a). The FCPA's accounting provisions also required that issuers maintain a system of internal accounting controls sufficient to provide reasonable assurances that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to (I) permit preparation of financial statements in

conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (II) maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals, and appropriate action is taken with respect to any differences. 15 U.S.C. § 78m(b)(2)(B).

3. The FCPA also prohibited the knowing circumvention or failure to implement such a system of internal accounting controls. 15 U.S.C. §§ 78m(b)(5) and 78ff(a).

Relevant Noble Entities

4. Noble Corporation ("Noble") was a Cayman Islands company with its headquarters in Sugar Land, Texas, located in the Southern District of Texas.[2] Noble, through its subsidiaries and affiliates, was a worldwide oil and gas drilling contractor and owned and operated drilling rigs that were contracted by energy exploration, development and production companies. Noble was publicly traded on the New York Stock Exchange, issued and maintained a class of publicly traded securities registered pursuant to Section 12(b) of the Exchange Act, and was required to file periodic reports with the United States Securities and Exchange Commission ("SEC") under Section 13 of the Exchange Act. Accordingly, Noble was an "issuer" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a). By virtue of its status as an issuer within the meaning of the FCPA, Noble was required to make and keep books, records, and accounts which, in reasonable detail, accurately and fairly reflected the transactions and disposition of assets of Noble and its subsidiaries, including those of Noble Drilling (Nigeria) Ltd.

[2] At all times relevant to the conduct described in the Statement of Facts, Noble was a Cayman Islands company. In March 2009, after the relevant conduct described in the Statement of Facts ended, Noble became a wholly-owned subsidiary of the new parent corporation, Noble Corporation, a Swiss company, through a stock-transfer transaction.

5. Noble Drilling (Nigeria) Ltd. ("Noble-Nigeria"), a wholly-owned subsidiary of Noble, was a Nigerian corporation, and was the primary Noble operating company in Nigeria.

6. Noble Drilling Services Inc. ("Noble Drilling"), a wholly-owned subsidiary of Noble, was a United States corporation with its headquarters in Sugar Land, Texas. Noble Drilling was a "domestic concern" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2.

7. Noble International Limited, a wholly-owned subsidiary of Noble, was a Cayman Islands company with its headquarters in the Cayman Islands.

Other Relevant Entities and Individuals

8. "Senior Executive," a United States citizen, was an officer of Noble and was also an employee of Noble Drilling. The Senior Executive held this position from in or around October 2006 to in or around September 2007, and was based in Houston, Texas. The Senior Executive also held the position of the Chief Financial Officer from in or around September 2000 to in or around October 2005. The Senior Executive was a "domestic concern" and an agent of an "issuer" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1.

9. "Executive A," a United States citizen, was an officer of Noble and was also an employee of Noble Drilling. Executive A was Noble's Head of Internal Audit from in or around June 2003 to in or around September 2005, and from in or around December 2006 until in or around June 2007. Executive A was Noble's Controller from about September 2005 to about December 2006. Executive A was based in Sugar Land, Texas. Executive A was a "domestic concern" and an agent of an "issuer" within the meaning of the FCPA, Title 15, United States

Code, Section 78dd-1.

10. "Executive B," a United States citizen, was an officer of Noble and was also an employee of Noble Drilling. From in or about November 2000 to in or around May 2005, Executive B was the Vice President-Eastern Hemisphere and had management responsibility for Noble's operations in Nigeria, among other countries. Executive B was based in Sugar Land, Texas, but traveled to Nigeria frequently to tend to management issues. Executive B was a "domestic concern" and an agent of an "issuer" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1.

11. "Manager A," a United States citizen, was an employee of Noble International Limited. Manager A was a manager in Noble's Internal Audit Department from in or around 2003 to in or around September 2004 and was based in Sugar Land, Texas. From in or around September 2004 to in or around September 2005, Manager A was the West Africa Division Manager and reported to Executive B. While the West Africa Division Manager, Manager A was based in Nigeria. Manager A was a "domestic concern" and an agent of an "issuer" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1.

Noble-Nigeria's Customs Agent

12. The "Nigeria Customs Agent" was a Nigerian entity that provided a variety of logistics and customs services for Noble-Nigeria. The Nigeria Customs Agent submitted false documents, as described below, to Nigerian customs officials on behalf of Noble-Nigeria relating to the temporary importation of rigs owned or operated by Noble-Nigeria into Nigerian waters. The Nigeria Customs Agent invoiced Noble-Nigeria and was paid for its services in Nigeria.

Nigerian Government Officials

13. The Ministry of Finance of the Federal Republic of Nigeria was responsible for assessing and collecting applicable duties and tariffs on goods imported into Nigeria, and did so through a government agency called the Nigeria Customs Service (NCS). The NCS was an agency and instrumentality of the Government of Nigeria and its employees were "foreign officials" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

The Nigerian Temporary Import Process

14. Under Nigerian law, customs duties generally were required to be paid for goods imported into Nigeria, such as rigs and vessels imported into Nigerian waters. During the relevant time, the customs duties that were assessed to permanently import a rig into Nigerian waters were significant, between approximately 10-20% of the total value of the rig. In the alternative, companies could import rigs and other items on a temporary basis pursuant to which no customs duties would be assessed. If temporarily importing a rig, the company had to post a bond ("TIP bond") with the Nigerian government as security for any duties or penalties that might be owed during the life of the TIP. Assuming no adverse events occurred during operations, the bond would be returned to the company once the rig was exported.

15. A rig, or other item, could be imported on a temporary basis only if the item: (a) was considered a high valued piece of special equipment, (b) was not available for sale in Nigeria, and (c) was being imported temporarily and was intended to be exported. If these requirements were met, a company, through a local customs agent, could apply for a temporary import permit ("TIP").

16. Significantly, items imported under a TIP (and TIP extensions) could not remain in Nigeria longer than the period allowed for by the TIP and/or TIP extensions. Upon the expiration of the TIP (and related TIP extensions), the owner could either choose to permanently import the rig (known as "nationalizing") or export the rig and re-import it and obtain a new initial TIP. The failure to export the rig after the TIP expired could result in the assessment of Nigerian penalties of up to six times its cost.

The TIP Paper Process Scheme

17. Throughout Noble's operations in Nigeria, Noble-Nigeria chose to temporarily import rigs into Nigeria. Noble-Nigeria employed the Nigeria Customs Agent to apply for and secure its TIPs and TIP extensions.

18. Between in or around January 2003, and in or around May 2007, whenever a TIP (and related TIP extensions) expired for a rig in Nigeria, the Nigerian Customs Agent, with the knowledge of Noble-Nigeria, engaged in a process of submitting false paperwork on Noble-Nigeria's behalf to avoid the time, cost, and risks associated with exporting the rig and re-importing it into Nigerian waters (referred to as the "paper process" or a "paper move"). The Nigeria Customs Agent, with the knowledge of Noble-Nigeria, created and caused to be presented to the NCS documents that reflected that the rig had been physically exported and re-imported, when, in fact, the rig had remained in Nigeria.

19. Between at least in or around 2003, and in or around July 2004, the Nigeria Customs Agent invoiced Noble-Nigeria for charges relating to securing the TIPs via the paper process. The charges were generally lump sum amounts for which Noble-Nigeria reimbursed the Nigeria Customs Agent. Beginning in or around July 2004, at Noble-Nigeria's request, the

Nigeria Customs Agent provided invoices for its services in securing TIPs via that paper process that included a line item for "special handling charges." Noble-Nigeria personnel were informed by the Nigerian Customs Agent that all or part of the "special handling charges" would be paid by the Nigerian Customs Agent to NCS officials. Noble-Nigeria personnel approved the payments to the Nigerian Customs Agent with the knowledge that some or all of the payments would be paid to NCS officials.

20. Between in or around May 2005 and in or around March 2006, certain Noble and Noble-Nigeria managers and employees authorized paper moves on five (5) occasions. To process the paper moves, Noble-Nigeria paid the Nigeria Customs Agent approximately $74,000 in "special handling charges." Certain Noble and Noble-Nigeria officers and employees were informed by the Nigeria Customs Agent that some or all of this money would be paid by the Nigeria Customs Agent to NCS officials on Noble-Nigeria's behalf in order to secure the TIPs. Noble and Noble-Nigeria personnel approved the payments to the Nigerian Customs Agent with the knowledge that some or all of the payments would be paid to NCS officials. The total benefit received by Noble-Nigeria for these payments in avoided costs, duties, and penalties was approximately $2,973,000.

Corporate Knowledge of the TIP Paper Process

21. In or about January 2004, as a part of Noble's compliance program, Noble initiated an audit of its West Africa Division, which included Noble-Nigeria's operation (hereinafter referred to as the "2004 West Africa Division Audit"). The audit was conducted by Noble's internal audit department with assistance from the external firm that Noble used to assist with internal audits, and was completed in 2004. The audit plan included the review of several

FCPA points, including the review of transactions on the West Africa Division books and records relating to any "potential facilitating payments."

22. In or around February 2004, while assisting with the 2004 West Africa Division Audit, Manager A interviewed several Noble-Nigeria employees who explained that false paperwork had been created and submitted to NCS officials through the Nigeria Customs Agent in connection with the process of securing TIPs. Manager A also learned that the Nigeria Customs Agent in the past had charged a fee of approximately $75,000 per TIP to secure the TIPs. Manager A, in turn, provided a written summary of the process to his then-supervisor, Executive A.

23. In or around March 2004, Executive A discussed Manager A's findings with Executive B among others, and sent a draft of the report to the Senior Executive. They agreed that the Audit Committee would be advised of the paper process.

24. In or around April 2004, a draft audit report was circulated to members of Noble's senior management that described the paper process. The report did not include any information about any fees or payments paid to the Nigeria Customs Agent for the service.

25. In or about April 2004, members of Noble's senior management convened and expressed concern regarding the findings in the report and noted it was the policy of the Company to comply with all laws governing the conduct of its worldwide operations. The audit report finding was amended to reflect that Executive B would be tasked with ensuring the Company's compliance with all applicable rules and regulations related to the importation and exportation of assets in Nigeria, and that Executive B would travel to Nigeria to follow up and take corrective actions to address the findings in the Audit Committee report.

26. In or about April 2004, the audit report, including the findings that Executive B would travel to Nigeria to take corrective actions, was presented to and accepted by the Audit Committee. Further, the Audit Committee agreed at its meeting that Executive B would be tasked with ensuring the Company's compliance with all applicable rules and regulations related to the importation and exportation of assets in Nigeria.

27. In or about May 2004, Executive B traveled to Nigeria to review the Nigerian operations and to develop a corrective action plan to address the issues identified in the Audit Committee report. On or about May 18, 2004, Executive B reported to Executive A, among others, that the paper process would be stopped going forward and explained that in "the event that the Nigerian Customs Service requests that a new TIP be executed, as opposed to an extension of an existing TIP, the Division has identified a free trade zone whereby the export and re-import can be performed. All future applications for Temporary Import Permits, and extensions to such permits, will be jointly reviewed by the Tax Department and I prior to submission. This policy is currently being documented in the Division Operating Manual."

28. In or around July 2004, at the next Audit Committee meeting, Executive A and other then-current Noble managers relayed that going forward the paper process would no longer be used. The Audit Committee was advised of the new plan that rigs would be physically moved to a Nigerian Free Zone – intended to be the equivalent of actual exportation from Nigeria – and re-imported under a new TIP.

29. Initially, Noble and Noble-Nigeria personnel did take steps to change the process to avoid the submission of false documents to the NCS. This included making inquiries about using the Free Zone option and permanently importing the rigs. For example, in or around

August 2004, Manager A contacted the Nigeria Customs Agent and requested "detailed information" on converting a rig to home use, including "1) customs regulations . . . 2) Information/documents required. . . 3) Cost implication (Agent & Customs) 4) Possibility of final re-exportation of the rig after satisfactory operations/usage in Nigeria, if the law permits us to do so 5) Any other relevant information . . ."

30. In addition, between in or around August 2004 and in or around October 2004, Manager A and others took steps to inquire about permanently importing rigs in Nigeria, including budgeting costs and seeking outside legal counsel to ensure compliance with local laws. Despite these initial steps, by February 2005, Noble employees ultimately determined that the cost of moving or nationalizing the rigs, including the potential costs and delays associated with the moves would be significant. Further, Noble employees concluded that the plan to move the rigs to a free trade zone would not constitute the export of the rigs for purposes of Nigerian customs laws. As a result, in or around February 2005, Manager A consulted with Executive B, and it was decided that due to the time, cost, and risks of permanently importing or moving the rigs, the paper process would be used for three rigs for which TIPs had expired. In turn, in or around March 2005, Manager A advised Executive A of the decision to resume the paper process. The Audit Committee was not advised of the decision to resume the paper process.

31. In or around April 2005, the Nigeria Customs Agent submitted false documents to the NCS, on behalf of Noble-Nigeria, to avoid exporting the three rigs. The NCS accepted the paperwork and issued new TIPs in or around May 2005.

32. In or around January 2006, TIPS for two additional rigs were scheduled to expire. In response, Manager A again reminded Executive B and Executive A of the plan to use the

paper process to obtain new TIPs. Thereafter, the Nigeria Customs Agent submitted false documents to the NCS, on behalf of Noble-Nigeria, to avoid exporting the two rigs. The NCS accepted the paperwork and issued new TIPs between in or around January 2006 and in or around March 2006.

Noble's Books and Records Relating to the TIP Paper Process

33. Beginning in or around 2002, Noble's compliance program and compliance manual prohibited violations of the FCPA such as those described in this Statement of Facts. They also included rules regarding permissible facilitation payments, which were defined under the FCPA, Title 15, United States Code, Section 78dd-1(b), as "any facilitating or expediting payment to a foreign official . . . [made] to expedite or to secure the performance of a routine governmental action." The term "routine governmental action" was defined under the FCPA, Title 15, United States Code, Section 78dd-1(h)(4). The payments described in this Statement of Facts would not constitute facilitation payments for routine governmental actions within the meaning of the FCPA. Pursuant to Noble's compliance manual, all facilitation payments were required to be approved by the Chief Financial Officer prior to payment. Once approved and paid, all facilitation payments were required to be booked as "facilitation payments" and recorded in a separate account.

34. Noble provided copies of the manual and training on the compliance program to many of its employees, including the Senior Executive, Executive B and Executive A. The manual and the training noted that facilitation payments of approximately $1,000 or less could be "problematic."

35. Notwithstanding Noble's compliance program and training, in or around 2005 and

in or around 2006, the Senior Executive, Executive B, and Manager A approved of the payment and improper booking as facilitating payments of the payments to the Nigerian Customs Agent which Noble-Nigeria personnel believed were being passed on to NCS officials in connection with TIP paper process. Between in or around May 2005 and in or around March 2006, a total of five (5) TIPs were obtained through the submission of false documents via the paper process, and each included the payment of "special handling fees" to the Nigeria Customs Agent. The "special handling fees" ranged from approximately $13,800 to $17,000. The Senior Executive, Executive B, and Manager A approved of the payment of the "special handling fees" with the knowledge that some or all of the money would be provided to NCS officials in order to procure the TIPs and securing an improper advantage, in that Noble-Nigeria was able to obtain new TIPs without physically exporting and reimporting the rigs. The Senior Executive, Executive B, and Manager A approved of the payments to the Nigerian Customs Agent relating to the paper process to avoid the costs, risks, and delays associated with moving Noble's rigs.

36. By their approval of the payments and the process, the Senior Executive, and Executive B caused Noble to inaccurately record in its books, records, and accounts the five (5) "special handling fee" payments paid to the Nigeria Customs Agent in a "facilitation payments" account totaling approximately $74,000, when the Senior Executive, Executive A, and Executive B knew that some or all of these payments would be passed on to NCS officials to obtain TIPs. Thus, such payments could not be facilitation payments for the performance of a "routine governmental action" within the meaning of in the FCPA, Title 15, United States Code, Section 78dd-1(h)(4).

The Failure to Inform the Audit Committee of the Resumption of the Paper Process

37. Noble's Audit Committee met regularly and initiated numerous audits to help ensure compliance with the Company's compliance program as well as compliance with the laws and regulations within the countries that the Company operated.

38. As a result of the Audit Committee's actions, the 2004 West Africa Division audit was conducted which identified the paper process. In response, the Audit Committee took steps to further investigate the matter and, in or around June 2004, the Audit Committee was advised that the paper process would no longer be used.

39. Thereafter, the Audit Committee initiated several additional audits and FCPA reviews touching upon the Nigerian operations. These audits and reviews were conducted by internal audit employees, external auditors, and outside counsel. Although numerous audits and reviews were conducted, critical information was not reported to the Audit Committee until in or about May 2007.

40. For example, in or around July 2005, as a part of Noble's ongoing compliance program, an internal audit of the Nigerian operations was conducted by internal Noble auditors, lead by Executive A, and outside auditors hired by Noble (the "2005 West Africa Division Audit"). Despite the 2004 West Africa Division Audit report findings relating to the paper process, there was no information contained in the 2005 West Africa Division Audit report relating to any review of either the TIP issue generally or the paper process in particular. On the contrary, the report stated that "all issues noted in the 2004 audit report have been fully addressed by this management team."

41. Notwithstanding Executive A's knowledge of the resumption of the paper

process, Executive A did not advise the Audit Committee that the paper process had resumed despite knowing that the audit committee had been given prior assurances that the process would be stopped. In or about October 2005, Executive A presented the 2005 West Africa Division Audit report at the Audit Committee's meeting. During the meeting, Executive A did not inform the Audit Committee that the solutions to the TIP finding reported in 2004 had not been implemented or that the paper process had been resumed.

42. In or around October 2006, as a part of Noble's ongoing compliance program, another internal audit of the Nigerian operations was conducted by internal Noble auditors and outside auditors hired by Noble (the "2006 West Africa Division Audit"). On February 1, 2007, the 2006 West Africa Division Audit report was presented to the Audit Committee, but again the report included no findings relating to the resumption of the paper process.

43. In addition, prior to the February 1, 2007, Audit Committee meeting, the Chair of the Audit Committee met with Executive A and asked Executive A to give a presentation on the Company's compliance with the FCPA, including a "discussion on how [the Company] gets comfort on this item." Executive A, with the help from Noble's outside auditors that had assisted with the 2005 and 2006 West Africa audits, prepared an FCPA audit report dated February 1, 2007, that outlined Noble's polices and described the FCPA testing performed during every division audit. Executive A presented the FCPA report to the Audit Committee on February 1, 2007. Among the steps that the FCPA report claimed were conducted during every division audit was a review of the supporting documentation for each transaction posted to the facilitation payments account "to confirm the appropriateness of [the payment's] purpose." The report noted that there was a facilitating payment account for the West Africa Division, but

explained that all payments booked in the account were "approved by the Senior Vice President and Chief Financial Officer and were for such activities as expediting visa services, police protection and processing of other government documents in an expeditious manner. No other facilitating payments were made by other divisions and there was no evidence that any division violated the Act."

44. Absent from the FCPA report was any mention that Noble-Nigeria had resumed using the paper process two years earlier. The report also failed to disclose to the Audit Committee that approximately $26,000 in payments booked by the West Africa Division to its facilitation payment account for 2006 had been paid to the Nigeria Customs Agent to obtain new TIPs using the paper process.

45. In or about May 2007, when the issue was raised internally by Manager A, the Audit Committee learned that a competitor had initiated an internal investigation of its import process in Nigeria. In response, the Audit Committee immediately engaged outside legal counsel to conduct a review of Noble's operations in Nigeria. Noble advised the Department and the SEC of its investigation in or around June 2007. Thereafter, Noble conducted a thorough internal investigation, reported its findings to the Department and the SEC, and fully cooperated in the government's investigations.

ATTACHMENT B

CORPORATE COMPLIANCE PROGRAM

In order to address deficiencies in its internal controls, policies, and procedures regarding compliance with the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Sections 78dd-1 *et seq.*, and other applicable anti-corruption laws, Noble Corporation ("Noble" or the "Company") agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies, and procedures.

Where necessary and appropriate, Noble agrees to adopt new or to modify existing internal controls, policies, and procedures in order to ensure that it maintains: (a) a system of internal accounting controls designed to ensure that Noble makes and keeps fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance code, standards, and procedures designed to detect and deter violations of the FCPA and other applicable anti-corruption laws. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of the Company's existing internal controls, policies, and procedures:

1. Noble will develop and promulgate a clearly articulated and visible corporate policy against violations of the FCPA, including its anti-bribery, books and records, and internal controls provisions, and other applicable foreign law counterparts (collectively, the "anti-corruption laws"), which policy shall be memorialized in a written compliance code.

2. Noble will ensure that its senior management provides strong, explicit, and visible support and commitment to its corporate policy against violations of the anti-corruption laws and its compliance code.

3. Noble will ensure that compliance standards and procedures designed to reduce the prospect of violations of the anti-corruption laws and the Company's compliance code are maintained and promulgated, and Noble will take appropriate measures to encourage and support the observance of ethics and compliance standards and procedures against foreign bribery by personnel at all levels of the Company. These anti-corruption standards and procedures shall apply to all directors, officers, and employees and, where necessary and appropriate, outside parties acting on behalf of the Company in a foreign jurisdiction, including but not limited to, agents and intermediaries, consultants, representatives, distributors, teaming partners, contractors and suppliers, consortia, and joint venture partners (collectively, "agents and business partners"), to the extent that agents and business partners may be employed under the Company's corporate policy. Noble shall notify all Company employees that compliance with the standards and procedures is the duty of individuals at all levels of the Company. Such standards and procedures shall include policies governing:

a. gifts;

b. hospitality, entertainment, and expenses;

c. customer travel;

d. political contributions;

e. charitable donations and sponsorships;

f. facilitation payments; and

g. solicitation and extortion.

4. Noble will continue to develop these compliance standards and procedures, including internal controls, ethics, and compliance programs on the basis of a risk assessment addressing the individual circumstances of the Company, in particular the foreign bribery risks facing the Company, including, but not limited to, its geographical organization, interactions with various types and levels of government officials, industrial sectors of operation, involvement in joint venture arrangements, importance of licenses and permits in the Company's operations, degree of governmental oversight and inspection, and volume and importance of goods and personnel clearing through customs and immigration.

5. Noble shall review its anti-corruption compliance standards and procedures, including internal controls, ethics, and compliance programs, no less than annually, and update them as appropriate, taking into account relevant developments in the field and evolving international and industry standards, and update and adapt them as necessary to ensure their continued effectiveness.

6. The Company will assign responsibility to one or more senior corporate executives of the Company for the implementation and oversight of the Company's anti-corruption policies, standards, and procedures. In addition to reporting obligations that may be required by the Company, such corporate official(s) shall have direct reporting obligations to independent monitoring bodies, including the Audit Committee of Noble's Board of Directors, the Board of Directors, or any appropriate committee of the Board of Directors, and shall have an adequate level of autonomy from management as well as sufficient resources and authority to maintain such autonomy.

7. Noble will ensure that it has a system of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the maintenance of fair and accurate books, records, and accounts to ensure that they cannot be used for the purpose of foreign bribery or concealing such bribery.

8. Noble will implement mechanisms designed to ensure that its anti-corruption policies, standards, and procedures are communicated effectively to all Company directors, officers, employees, and, where appropriate, agents and business partners. These mechanisms shall include: (a) periodic training for all directors, officers, and employees, and, where necessary and appropriate, agents and business partners; and (b) annual certifications by all such directors, officers, and management employees, and, where necessary and appropriate, agents, and business partners, certifying compliance with the training requirements.

9. Noble will maintain, or where necessary establish, an effective system for:

a. Providing guidance and advice to directors, officers, employees, and, where necessary and appropriate, agents and business partners, on complying with the Company's anti-corruption compliance policies, standards, and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which the Company operates;

b. Internal and, where possible, confidential reporting by, and protection of, Company directors, officers, employees, and, where necessary and appropriate, agents and business partners, not willing to violate professional standards or ethics under instructions or pressure from hierarchical superiors, as well as for Company directors, officers, employees, and, where appropriate, agents and business partners, willing to report breaches of the law or professional standards or ethics concerning anti-corruption occurring within the Company,

suspected criminal conduct, and/or violations of the compliance policies, standards, and procedures regarding the anti-corruption laws for directors, officers, employees, and, where necessary and appropriate, agents and business partners; and

c. Responding to such requests and undertaking necessary and appropriate action in response to such reports.

10. Noble will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and the Company's anti-corruption compliance code, policies, and procedures by the Company's directors, officers, and employees. Noble shall implement procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the internal controls, ethics, and compliance program and making modifications necessary to ensure the program is effective.

11. To the extent that the use of agents and business partners is permitted at all by Noble, it will maintain appropriate due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:

a. Properly documented risk-based due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;

b. Informing agents and business partners of the Company's commitment to abiding by laws on the prohibitions against foreign bribery, and of the Company's ethics and compliance standards and procedures and other measures for preventing and detecting such bribery; and

c. Seeking a reciprocal commitment from agents and business partners.

12. Where necessary and appropriate, Noble will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the anti-corruption laws, which may, depending upon the circumstances, include: (a) anti-corruption representations and undertakings relating to compliance with the anti-corruption laws; (b) rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of anti-corruption laws, and regulations or representations and undertakings related to such matters.

13. Noble will conduct periodic review and testing of its anti-corruption compliance code, standards, and procedures designed to evaluate and improve their effectiveness in preventing and detecting violations of anti-corruption laws and the Company's anti-corruption code, standards and procedures, taking into account relevant developments in the field and evolving international and industry standards.

ATTACHMENT C

CORPORATE COMPLIANCE REPORTING

1. Noble Corporation ("Noble") agrees that it will report periodically to the Fraud Section of the Department of Justice ("the Department") at no less than 12-month intervals for a period of three years from the date upon which the Agreement is signed by Noble regarding remediation and implementation of the compliance program and internal controls, policies, and procedures described in Attachment B.

2. For a period of three-years from the date upon which the Agreement is signed by Noble, , should Noble discover credible evidence, not already reported to the Department, that questionable or corrupt payments or questionable or corrupt transfers of property or interests may have been offered, promised, paid, or authorized by any Noble entity or person, or any entity or person working directly for Noble, or that related false books and records have been maintained, Noble shall promptly report such conduct to the Department.

3. For a period of three-years from the date upon which the Agreement is signed by Noble, Noble shall: conduct an initial review and prepare an initial report, and conduct and prepare two follow-up reviews and reports, as described below:

a. By no later than a year from the date the Non-Prosecution Agreement is signed by Noble, Noble shall issue a written report covering the prior 12-month period and setting forth a complete description of its remediation efforts to date, its proposals reasonably designed to improve the policies and procedures of Noble for ensuring compliance with the FCPA and other applicable anticorruption laws, and the parameters of the subsequent reviews. The report shall be addressed to the Deputy Chief – FCPA Unit, Fraud Section, Criminal

Division, U.S. Department of Justice, 1400 New York Ave., Bond Building, Fourth Floor, Washington, D.C. 20005.

b. Noble shall undertake two follow-up reviews, incorporating any comments provided by the Department on its initial review and report, to further monitor and assess whether the policies and procedures of Noble are reasonably designed to detect and prevent violations of the FCPA and other applicable anticorruption laws.

c. The first follow-up review and report shall be completed by no more than one year after the initial review. The second follow-up review and report shall be completed by no more than one-year after the completion of the first follow-up review

d. Noble may extend the time period for submission of the follow-up reports with prior written approval of the Department.