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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ALASKA

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|----------------------------|---|-----------------------|
| UNITED STATES OF AMERICA, |) | No. 3:14-cr-00114-RRB |
| |) | |
| Plaintiff, |) | |
| |) | PLEA AGREEMENT |
| vs. |) | |
| |) | |
| NOBLE DRILLING (U.S.) LLC, |) | |
| |) | |
| Defendant. |) | |

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Unless the parties jointly inform the Court in writing of any additional agreements, this document in its entirety contains the terms of the plea agreement between the defendant and the United States. This agreement is limited to the District of Alaska and the Environment and Natural Resource Division of the Department of Justice; it does not bind other federal, state, or local prosecuting authorities.

I. TERMS OF AGREEMENT, FEDERAL RULE OF CRIMINAL PROCEDURE 11, WAIVER OF CLAIM FOR ATTORNEY'S FEES AND COSTS, CORPORATE AUTHORIZATION

A. Terms of Agreement

Defendant Noble Drilling (U.S.) LLC ("Noble") agrees to plead guilty to Counts 1 through 8 of the 8-count Information in this case charging it with violations of the Act to Prevent Pollution from Ships, in violation of 33 U.S.C. § 1908(a), the Nonindigenous Aquatic Nuisance Prevention and Control Act, in violation of 16 U.S.C. § 4711(g)(2), and the Ports and Waterways Safety Act, in violation of 33 U.S.C. § 1232(b)(1). The United States of America, by and through the United States Attorney for the District of Alaska, and the Environmental Crimes Section of the United States Department of Justice (collectively referred to herein as the "United States") agrees not to prosecute the

defendant further based upon facts now known for any other offense related to the events that resulted in the charges contained in the Information or referenced in the factual basis for this agreement.

Contingent upon the Court's acceptance of Noble's guilty pleas in the District of Alaska, the United States Attorney's Office for the Western District of Washington agrees not to prosecute the defendant for criminal offenses occurring within the Western District of Washington based upon the agreed factual statement set forth in this agreement.

The parties agree pursuant to Federal Rule of Criminal Procedure 11 (c)(1)(C) that the defendant should be sentenced to pay a fine in the amount of \$8.2 million to be paid on or prior to the date of the sentencing hearing, to make a community service payment in the amount of \$4 million to be paid on or prior to the date of the sentencing hearing, and to serve a four-year term of probation with a special condition that defendant Noble fund and implement a fleet-wide Environmental Compliance Plan ("ECP"). *See* ECP attached hereto as Exhibit A. Noble Corporation plc, the defendant's parent corporation headquartered in London, England, has agreed in a separate letter to implement an Environmental Management System ("EMS") for all

Mobile Offshore Drilling Units (MODUs) owned or operated by Noble Corporation plc and its direct and indirect subsidiaries worldwide. That EMS will be substantially similar to the EMS that will be implemented by defendant Noble pursuant to the ECP. *See* letter attached hereto as Exhibit B.

For purposes of this plea agreement, a direct subsidiary is any entity majority owned by a parent entity and an indirect subsidiary is any entity majority owned by any direct subsidiary. A MODU includes all drillships, semisubmersible rigs, jack-up rigs and mobile drill rigs of any kind.

The parties agree that the defendant may apply to the Court asking that the period of probation be modified or terminated after defendant has served at least three years of probation. The defendant also agrees not to oppose any United States recommendation to the Court for payment(s) to any witness(es) that qualify for compensation pursuant to 33 U.S.C. § 1908(a).

The defendant will waive all rights to appeal the conviction and sentence imposed under this agreement, and will waive all rights to collaterally attack the conviction and sentence, except on the grounds of

ineffective assistance of counsel or the voluntariness of the pleas, as detailed below. Nothing in this agreement shall be construed to release the defendant from possible related or consequential civil liability (including administrative sanctions) to any individual, legal entity, or the United States.

B. Federal Rule of Criminal Procedure 11

Unless the parties otherwise inform the Court in writing, Federal Rule of Criminal Procedure 11(c)(1)(A) and (C) will control this plea agreement. Thus, the defendant may only withdraw from this agreement or the guilty pleas if the Court rejects the plea agreement. The United States may likewise withdraw from the plea agreement if the defendant breaches the agreement or if the Court rejects the agreement.

C. Waiver of Claim for Attorney Fees and Costs

Because this is a negotiated resolution of the case, the parties waive any claim for the award of attorney fees and costs from the other party.

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D. Business Organization

This agreement shall bind defendant Noble, its direct and indirect subsidiaries, and any successor entities. This includes any person or entity that assumes Noble's liabilities or obligations, or takes over Noble's business operations. Defendant, or its successors-in-interest, shall provide the United States Attorney's Office for the District of Alaska and the United States Probation Office for the District of Alaska with prompt notice of any name change, business reorganization, sale or divestiture of assets, including of MODUs, or similar action that significantly impacts implementation of this plea agreement.

Defendant Noble currently owns and/or operates the following MODUs:

(1) Noble Amos Runner; (2) Noble Bob Douglas; (3) Noble Bully I; (4) Noble Danny Adkins; (5) Noble Don Taylor; (6) Noble Driller; (7) Noble Globetrotter I; (8) Noble Jim Day; (9) Noble Jim Thompson; (10) Noble Sam Croft; and (11) Noble Tom Madden. The Noble Discoverer has undergone significant repairs and modifications to address the problems experienced in Alaska in 2012 – including replacement of its main engine – and is currently controlled by a Noble affiliate outside of the United States. Noble anticipates that it will operate the Noble

Discoverer in the United States again in the future, and it will update the list above and notify the United States on a quarterly basis of all MODUs that it owns, operates, controls or charters during the term of probation.

No change in name, change in corporate or individual control, business reorganization, change in ownership, merger, change of legal status, sale or purchase of assets (including MODUs), or similar action shall alter the defendant Noble's responsibilities under this agreement. The defendant shall not engage in any action to seek to avoid the obligations and conditions set forth in this agreement.

E. Corporate Authorization

The defendant agrees that this plea agreement will be executed and signed by its President and that its President is a person authorized by law and by Noble to enter into this agreement and to plead guilty on behalf of the defendant. The defendant further agrees that it will provide the U.S. Attorney's Office and the Court an original written resolution signed by all of the defendant's LLC members certifying the defendant is authorized to plead guilty to the Information in this case, and to enter into and comply with all provisions of this

agreement. The resolution shall further certify that its President is authorized to sign this agreement and to take these actions and that all formalities required to authorize him to sign this agreement and enter guilty pleas have been observed.

II. CHARGES, ELEMENTS, FACTUAL BASIS, STATUTORY PENALTIES AND OTHER MATTERS AFFECTING SENTENCE, FORFEITURE

A. Charges

The defendant agrees to plead guilty to the following counts of the Information:

Counts 1, 2, 3, 4, and 5: Act to Prevent Pollution from Ships, violations of 33 U.S.C. § 1908(a);

Count 6: Nonindigenous Aquatic Nuisance Prevention and Control Act, a violation of 16 U.S.C. § 4711(g)(2); and

Counts 7 and 8: Ports and Waterways Safety Act, violations of 33 U.S.C. § 1232(b)(1).

B. Elements

The elements of the charges to which the defendant is pleading guilty are as follows:

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Counts 1, 2, 3, 4, 5: Act to Prevent Pollution from Ships (“APPS”)

1. The defendant is a person;
2. Who knowingly;
3. Failed to accurately maintain an Oil Record Book or an International Oil Pollution Prevention certificate for a ship of 400 gross tons and above; and
4. While subject to APPS oil discharge regulations (i.e. while in the navigable waters or at a port or terminal of the United States).

Count 6: Nonindigenous Aquatic Nuisance Prevention and Control Act

1. The defendant is a person;
2. Who knowingly;
3. Failed to maintain a ballast water record book for a ship bound for a port or place in the United States and was equipped with ballast tanks that were not specifically exempted; and
4. While in the navigable waters or at a port or terminal of the United States.

Counts 7 and 8: Ports and Waterways Safety Act

1. The defendant was the owner, agent, master, operator, or person in charge of a vessel that was bound for or departing from a port or place in the United States;
2. While aware of a hazardous condition aboard a vessel that may adversely affect the safety of any vessel, bridge, structure, or shore area or the environmental quality of any port, harbor, and navigable waterway of the United States;
3. Knowingly and willfully failed to immediately notify the nearest U.S. Coast Guard Sector Office or U.S. Coast Guard Group Office; and
4. While in the navigable waters or at a port or terminal of the United States.

C. Factual Basis

The defendant admits the truth of the allegations in Counts 1 through 8 of the Information and the truth of the following statement, and the parties stipulate that the Court may rely upon this statement to support the factual basis for the guilty pleas and for the imposition of the sentence:

1. Background.

Defendant Noble Drilling (U.S.) LLC (Noble) was the operator and bare boat charterer of the motor vessel Noble Discoverer. The Noble Discoverer is a MODU (mobile offshore drilling unit), IMO No. 6608608, which operates under the flag of the Republic of Liberia. The Noble Discoverer was built in 1965, weighs approximately 15,296 gross tons, is 572 feet long, and is propelled by a single main engine. It was converted to a drillship in 1976 and underwent major refits in 2007 and 2010.

Noble is a limited liability company organized and existing under the laws of the State of Delaware and based in Sugar Land, Texas. Noble's ultimate parent company is Noble Corporation plc, which is headquartered in London, England and owns and operates through its subsidiaries a fleet of 35 MODUs located worldwide, including drillships, semisubmersible rigs, and jack-up rigs. The Noble Discoverer, which was under contract with Shell Offshore, Inc. and Shell Development, Ltd. for the purpose of drilling in the arctic in Alaska, was acquired as part of Noble Corporation plc's acquisition of FDR Holdings Limited ("Frontier Drilling") in July 2010.

On February 28, 2012, the Noble Discoverer departed New Zealand en route to the United States for the purpose of drilling off the coast of Alaska during the 2012 drilling season. The Noble Discoverer arrived in Seattle, Washington, on April 1, 2012, and remained there until departing for Dutch Harbor, Alaska, on June 27, 2012. The Noble Discoverer arrived in Dutch Harbor on July 7, 2012, and remained there until August 25, 2012. The Noble Discoverer then transited to the Shell leased drill site in the Chukchi Sea, and remained in that area until October 29, 2012. The Noble Discoverer then departed the drill site and arrived in Nome, Alaska on November 1, 2012. The Noble Discoverer returned to Dutch Harbor on November 7, 2012, and remained there until November 21, 2012, when it departed for Seward, Alaska, arriving on November 26, 2012.

Noble was also the drilling operator of MODU Kulluk IMO No. 802785 which included being responsible for operating the Oil Water Separator (“OWS”) and maintaining an accurate Oil Record Book (“ORB”). The Kulluk operates under the flag of the Republic of the Marshall Islands. The Kulluk is owned by Shell and is a conical-shaped vessel, weighing 27,968 gross tons, and is 265.7 feet in diameter. The

Kulluk is not self-propelled, but rather must be towed. Similar to the Noble Discoverer, the Kulluk transited from Seattle, Washington, to Dutch Harbor, Alaska, and then to a drill site in the Beaufort Sea. The Kulluk departed Vigor Shipyard in Seattle, Washington on June 27, 2012. The Kulluk arrived in Dutch Harbor, Alaska on July 14, 2012. The Kulluk departed Dutch Harbor for the drill site on August 20, 2012, and arrived at a stand-by position in the Beaufort Sea on September 11, 2012. The Kulluk left the drill site on November 8, 2012, and travelled back to Dutch Harbor, arriving on November 22, 2012.

Noble admits that it is liable for the actions of its employees and crewmembers on the Noble Discoverer and the Kulluk.

2. Act to Prevent Pollution from Ships Violations.

A. Noble Discoverer

Noble knowingly failed to maintain an accurate ORB as required by APPS. As discussed below, Noble knowingly made false entries and failed to record its collection, transfer, storage, and disposal of oil in the Noble Discoverer's ORB in 2012. Noble admits that it knowingly presented these false and fictitious records to the United States Coast Guard and/or had them available for inspection by the United States

Coast Guard, in violation of APPS, when the Noble Discoverer arrived in Seattle on April 1, 2012, in Dutch Harbor on July 7, 2012, in Nome on November 1, 2012, in Dutch Harbor on November 7, 2012, and when it arrived in Seward on November 26, 2012. Noble knowingly engaged in the below conduct with the intent to avoid compliance with the law and avoid detection by the U.S. Coast Guard.

False and Missing Entries in the Oil Record Book

Noble knowingly made false entries in the ORB regarding the use of the OWS and knowingly failed to make entries regarding the disposal, storage, and transfers of oily water. For example, the ORB entries reflected that the Noble Discoverer's OWS was used six times to process a total of 64 cubic meters of oily bilge water from bilge holding tank 27S between March 10-28, 2012, when in truth the OWS was inoperable during this time period. In fact, the Noble Discoverer's OWS was both inoperable and operating at reduced capacities at various times during the transit from New Zealand to Seattle, and again during the transit from Seattle to Dutch Harbor. Noble did not make any entries in the ORB to indicate that the OWS was not working during these periods of time.

The ORB also reflects an entry on August 31, 2012, indicating that the OWS was run for approximately nine hours and processed 35 cubic meters of bilge water from the bilge holding tank 27S, all of which was under 3 ppm. This entry was false. At other times, such as in October and November 2012, oily water was processed through the OWS and Noble failed to record the discharges in the ORB.

Noble also failed to log numerous transfers and storage of machinery space bilge water and waste oil in the Noble Discoverer's ORB. For example, transfers of the generator room bilges to the bilge holding tank 27S were not always logged in the ORB. In addition, Noble failed to record entries in the ORB related to the skimmer tank's oily water. The skimmer tank collected runoff from the drill deck, such as mud, hydraulic oil, and other contaminants. Noble also used the skimmer tank to store deck runoff and other liquids that were contaminated with oil. Numerous transfers of oily waste from the skimmer tank to the dirty oil tank 27P were not logged in the ORB. As discussed below, Noble also transferred the contents of the skimmer tank to ballast tanks and subsequently discharged directly overboard from those ballast tanks.

Noble also failed to log in the ORB the collection, transfer, storage, and disposal of thousands of gallons of waste oil to and from totes.

Totes are portable liquid storage containers that hold approximately 300 gallons, which are used in the offshore oil exploration industry for a variety of purposes related to the transfer of fluids to and from shore or to supply vessels. The Noble Discoverer had six generators powered by diesel engines on board. Used crankcase oil was removed from the generator engines during routine maintenance and replaced with fresh oil. Noble collected that used oil in totes. Noble also used totes to store dirty oil from smaller machinery oil changes and from other sources on the Noble Discoverer. The totes loaded with used oil were then transferred to supply vessels for discharge ashore. These actions were not recorded in the ORB as required by law.

Non-Functioning Oil Content Meter Alarm

Upon arrival in Seward on November 26, 2012, the Noble Discoverer's Oil Content Meter (OCM) audible alarm was nonfunctional and failed to produce an audible alarm. Noble failed to enter this information in the ORB.

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Failure to Record and Notify the USCG about Use of Illegal Barrel and Pump System to Discharge Directly Overboard

Beginning at least by on or about February 28, 2012, and continuing until on or about July 7, 2012, the Noble Discoverer used a blue barrel system to collect water that had entered the vessel from the propeller shaft stern tube and to discharge it directly overboard without processing it through the required pollution prevention equipment (OWS and OCM). The Noble Discoverer's shaft seal leaked excessively, resulting in significant amounts of water entering the engine room through the shaft seal. The blue barrel system consisted of a 55-gallon plastic barrel placed at the base of the stern tube seal in the bilge along with a portable pump which transferred the water through flexible hoses from the barrel into the Noble Discoverer's decommissioned sewage system piping and then overboard without passing through any treatment system ("barrel system"). Approximately every three hours the 55 gallon barrel filled with water coming through the shaft seal. Noble used the barrel system to discharge overboard water that entered the machinery space during the time that the vessel transited from New Zealand to Seattle between February 28, 2012, and April 1, 2012. Noble dismantled the barrel system prior to the vessel's arrival in Seattle and

prior to the U.S. Coast Guard certificate of compliance inspection. Noble intentionally failed to disclose and knowingly concealed its use of the barrel system from the Coast Guard. The Coast Guard certificate of compliance inspection included a review of the bilge waste handling systems and operation of the OWS, yet Noble never brought to the attention of the inspectors their use of the barrel system. Noble reinstalled the barrel system and continued to use the barrel system to discharge overboard during the time that the vessel transited from Seattle to Dutch Harbor between June 27, 2012, and July 7, 2012. Noble did not record any of the discharges from the barrel system in the Noble Discoverer's ORB. Noble knew that its use of the barrel system and failure to record the discharges was illegal.

Tank Modifications and Failure to Obtain a Valid International Oil Pollution Prevention Certificate

The Noble Discoverer's OWS was inoperable most of the time during the transit from New Zealand to Seattle. At the Vigor shipyard in Seattle, Washington, Noble replaced the OWS on the Noble Discoverer. The new OWS was presented to the Classification Society and the U.S. Coast Guard during the certificate of compliance inspection. However, Noble did not intend to use the new OWS in the

way that it was presented to the Classification Society and the U.S. Coast Guard. Shortly after the new OWS passed the inspections, Noble reconfigured the OWS system and added an entirely new “decanting” tank, which was a tank with steam heating coils designed to assist with the separation of oil and water for fluids processed through the OWS. Noble made the decanting tank modifications without informing the U.S. Coast Guard or the Classification Society as the Noble Discoverer was transiting from Seattle to Dutch Harbor between June 27, 2012, and July 7, 2012. Noble installed fixed piping to connect the bilge water holding tank to feed into the decanting tank and made additional fixed piping connections from the boiler system to circulate steam through heating coils within the decanting tank and thereby heat the contents of the decanting tank prior to being processed through the OWS. While Noble was making those modifications and reconfiguring the OWS system, the OWS was inoperable, which Noble failed to record in the ORB. Noble did not receive an International Oil Pollution Prevention certificate that documented the unapproved decanting system, the increased storage, or the new OWS piping arrangement. Nor did Noble update the OWS system drawings or record the modifications in the

ORB. Noble never notified the U.S. Coast Guard, Classification Society, or flag state that it intended to modify the OWS system or that it had made modifications to the OWS system.

Noble admits that the facts described above support convictions for knowingly violating the Act to Prevent Pollution from Ships.

B. Kulluk

Noble knowingly failed to maintain an accurate ORB for the MODU Kulluk as required by APPS. Noble admits that it had a false ORB for the Kulluk when it arrived in Dutch Harbor on November 22, 2012.

In 2012, the Kulluk transited from Seattle to Dutch Harbor and then to the Beaufort Sea for drilling operations before returning to Dutch Harbor on November 22, 2012. During the drilling operations, the Kulluk was operating under a valid National Pollutant Discharge Elimination System permit, but Noble was required to monitor and record the operation of its OWS and the transfer and disposal of waste oil in an ORB when it was not at the drill site. Noble recorded information in the ORB related to bringing engine lubrication oil aboard the Kulluk, but it did not record OWS operations, including discharges

on August 25, 2012, September 10, 2012, and September 23, 2012, in the ORB. Noble also failed to record in the ORB the transfer and disposal of waste oil.

Noble admits that the facts described above support a conviction for knowingly violating APPS.

3. Nonindigenous Aquatic Nuisance Prevention and Control Act Violations.

Noble knowingly failed to maintain accurate ballast records as required by the Nonindigenous Aquatic Nuisance Prevention and Control Act. Noble admits violations of the Nonindigenous Aquatic Nuisance Prevention and Control Act for the Noble Discoverer's arrival in Nome on November 1, 2012; arrival in Dutch Harbor on November 7, 2012; and arrival in Seward on November 26, 2012.

On numerous occasions between August and November 2012, Noble pumped deck water with a sheen and oily skimmer tank fluids into several ballast tanks including the 7 Port, 10 Port, 10 Starboard, 11 Port and 11 Starboard tanks. By design, water ballast tanks should only contain uncontaminated seawater. Noble failed to adequately plan for, and anticipate, the actual amount of skimmer tank accrual and therefore decided to put the contaminated water into the ballast tanks

instead of properly discharging the water through the OWS or ashore. Noble only recorded one of these transfers in its ballast log. The other transfers were not recorded in the ballast log.

During the first few days of November 2012, between Nome and Dutch Harbor, Noble discharged ballast water from the 7 Port, 10 Starboard, and 11 Port ballast tanks, which had previously been storing deck water with a sheen and oily skimmer tank fluids. Noble maintains that it inspected the tanks and confirmed that there was no sheen on the water inside them before discharging them.

Information regarding the oily skimmer tank transfers to ballast tanks, oily deck water transfers to ballast tanks, and subsequent discharges of ballast tanks was noted some of the time in different locations. For example, some information was noted in turnover notes, rough logs, or other vessel logs. However the ballast records were inaccurate. For example, the ballast log does not reflect the transfer of the oily contents of the skimmer tank to the 11 Port ballast tank on September 3, 2012, or the subsequent discharge to the sea of the 11 Port ballast tank on November 4, 2012. Instead, the ballast log inaccurately reflects the capacity of the 11 Port ballast tank as zero

from March 21, 2012, through December 2012.

Noble admits that the facts described above support a conviction for knowingly violating the Nonindigenous Aquatic Nuisance Prevention and Control Act.

4. Bilge Tank Overflow into Broad Bay while at anchor at Dutch Harbor.

Noble negligently discharged machinery space bilge water from the Noble Discoverer into Broad Bay, Unalaska, on July 22, 2012.

While anchored in Dutch Harbor, the Noble Discoverer's bilge holding tank 27S overflowed and went overboard, creating a sheen in Broad Bay.

The Noble Discoverer had significant problems managing its bilges and particularly the accumulation of water in engineering spaces. Nearly every other day in July 2012, water from the steam system overflowed into the hotwell and then into the machine shop bilge. On the night of July 21, 2012, while the Noble Discoverer was anchored at Dutch Harbor, the water overflowed the bilges and rose to a level above the deck plates in the machine shop. As a result of the large volume of bilge water in the machine shop, Noble used a high-capacity centrifugal pump to pump the bilge water from the machine shop into the 27S bilge

holding tank. In the process, Noble negligently overfilled the 27S bilge holding tank causing it to overflow. Beginning at approximately 1:40 a.m. on July 22, 2012, the Noble Discoverer spilled 3 cubic meters (792 gallons) of machinery space bilge water and oily residue from the 27S bilge holding tank into Broad Bay, Unalaska. As the tank reached its maximum holding capacity, the tank pressurized and overflowed through the overflow vent onto the main deck and overboard into the water. The ORB reflects that the content of the 27S bilge holding tank at the time period was machinery space bilge water and oily residue from the generator room, the machine shop, the main engine room, and the pump room.

5. Ports & Waterways Safety Act (PWSA) Violations.

Noble knowingly and willfully failed on several occasions in 2012 to notify the U.S. Coast Guard of hazardous conditions aboard the Noble Discoverer while the Noble Discoverer was in U.S. waters and while it was bound for and departing from ports and places within the U.S. As set forth below, there were conditions aboard the Noble Discoverer that may have adversely affected the safety of the Noble Discoverer, other vessels, and the environmental quality of ports,

harbors, and navigable waterways of the United States. Noble admits violations of PWSA for the Noble Discoverer's arrival in Seattle on April 1, 2012; arrival in Dutch Harbor on July 7, 2012; arrival in Nome on November 1, 2012; arrival in Dutch Harbor on November 7, 2012; and arrival in Seward on November 26, 2012.

During 2012, the Noble Discoverer experienced numerous problems with its main propulsion system, including its main engine and its propeller shaft, resulting in engine shut-downs, equipment failures and unsafe conditions. At times, the condition of the Noble Discoverer's main engine also created high levels of exhaust in the engine room, multiple sources of fuel and oil leaks, and backfires. Noble failed to report any of these hazardous conditions to the U.S. Coast Guard.

On February 28, 2012, the Noble Discoverer departed New Zealand for Seattle, Washington, bound for the Vigor Shipyard. Although the vessel ran its main engine most of the time, it was under a tow assist throughout the transit by a large, ocean-going tug from its departure from New Zealand to its arrival in U.S. waters near the entrance to the Straits of Juan De Fuca.

During the transit across the Pacific Ocean, Noble stopped the main engine on several occasions to repair and replace the fuel injectors. Throughout the transit, two of the six main engine cylinders were not firing properly. The main engine also automatically shut down on at least two occasions due to a low lubrication oil alarm. In total, between March 2, 2012, and March 25, 2012, the main engine was down on 10 different occasions for varying periods of time, ranging from one-half hour to 18 hours. For example, on March 16, 2012, while just outside U.S. waters near Honolulu, Hawaii, a low lubrication oil pressure alarm automatically shut down the Noble Discoverer's main engine while it was disconnected from the tow vessel which had gone into Honolulu harbor, and the Noble Discoverer drifted offshore for two and half hours. In addition to the main engine shutdowns, on March 4, 2012, the Noble Discoverer experienced a loss of steering, causing the towline of the tug to come across the bulwarks of the Noble Discoverer. Noble never reported any of the engine failures or the loss of steering to the U.S. Coast Guard.

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The Noble Discoverer arrived in Seattle on April 1, 2012. The Noble Discoverer remained in the Vigor Shipyard until departing for Dutch Harbor, Alaska, on June 27, 2012. On the transit from Seattle to Dutch Harbor, the Noble Discoverer used its main propulsion system, but was again also under a tow assist by an ocean-going tug. While the Noble Discoverer departed Seattle on June 27, 2012, it did not start its main engine until June 29, 2012, traveling as a dead ship tow for the first two days of the transit. On July 1, 2012, Noble shut down the main engine to repair the fuel injectors while the Noble Discoverer was approximately 200 miles off the coast of British Columbia. The main engine was down from 7:30 a.m. on July 1, 2012, until 11:30 p.m. on July 2, 2012. On July 6, 2012, the main engine automatically shut down as the result of a low lubrication oil alarm. Later that day, Noble shut down the main engine to repair the fuel injector pump.

In addition to the propulsion problems, the condition of the main engine resulted in significant fuel, oil, and exhaust leaks in the engine room. Diesel fuel leaked from the fuel injectors and at the connections between the high pressure fuel lines and the fuel injectors. Based on the concern for the fire hazard from leaking fuel coming in contact with

the turbocharger and the manifold, a large rolling fire extinguisher was placed at the catwalk at the top of the main engine. In addition, there was a crewmember stationed on a catwalk near the top of the engine wiping up the fuel leaks with an absorbent pad to prevent fuel from accumulating on or around hot engine surfaces in order to prevent a fire. The condition of the engine also resulted in airbox fires. The Noble Discoverer also maintained a port list in order to help prevent the leaking fuel from contacting the exhaust manifold. The structural fire protection insulation of the exhaust was oily and soaked. In addition, the cylinder heads were leaking significantly which allowed lubrication oil to leak down the side of the engine into the bilge system. Noble also disconnected the oil mist detectors because they were constantly alarming.

Throughout the voyage from Seattle to Dutch Harbor, the emergency generator was leaking fluid and anti-freeze. It was only available for a short amount of time.

Significant engine exhaust accumulated in the engine room. This was due, in part, to the fact that the exhaust stack was located near the air ventilation intake for the engine room. At times, it was necessary to

keep the emergency escape hatch open to help ventilate the area. In addition, Noble installed a makeshift exhaust fan near the exhaust vent to attempt to mitigate this condition. Crewmembers working in the engine room sometimes took turns working in different parts of the engine room so that they could get better air. In addition, some crewmembers wore respirators at times while working in the engine room. The exhaust fumes in the engine room became worse after the August 29, 2012, backfire discussed below. The backfire caused cracks in the exhaust venting in the engine room, allowing more exhaust gas to enter the engine room.

On July 7, 2012, the Noble Discoverer arrived in Dutch Harbor and maneuvered to its anchorage under its own power. Noble never reported the main engine problems, excessive fuel, oil, and exhaust leaks, or inoperability of the emergency generator to the U.S. Coast Guard.

On August 25, 2012, the Noble Discoverer departed Dutch Harbor for the drill site. The vessel proceeded under its own power, but was under a tow assist by an ocean-going tug. Around midnight on August 29, 2012, on the transit to the drill site, the Noble Discoverer's

main engine shut down due to a low lubrication oil alarm. When Noble attempted to restart the main engine, the main engine backfired. The backfire caused a crack in the bellows of the exhaust system near the stack. The main engine was down for approximately 22 hours while Noble made temporary repairs on the stack. Noble did not report the backfire and crack in the bellows, or the resulting loss of engine propulsion, to the U.S. Coast Guard.

The Noble Discoverer continued to have engine problems, with shut downs occurring on September 1, 2012, and September 18, 2012. During one of these shut-downs, Noble replaced one of the main engine cylinders. On October 29, 2012, the Noble Discoverer departed the drill site for Nome, Alaska. On the Noble Discoverer's return from the drill site to Nome and Dutch Harbor in October and November 2012, several conditions developed that were hazardous and that should have been reported to the U.S. Coast Guard. Despite the efforts of Noble to overhaul and adjust the main engine fuel injectors, several injectors were not functioning properly. The non-functioning or poorly-functioning fuel injectors caused the engine to malfunction. At various times during the transit from the drill site to Nome and Dutch Harbor,

one or more of the cylinders were not firing, or were unevenly balanced.

The Noble Discoverer was under tow assist on its voyage to Nome and Dutch Harbor by a smaller and less powerful tug than those that had previously assisted the vessel on its voyages from New Zealand to Seattle, from Seattle to Dutch Harbor, and from Dutch Harbor to the drill site. Prior to arriving in Nome on November 1, 2012, the Noble Discoverer experienced severe shaft vibration. On October 30, 2012, the Noble Discoverer's main engine was shut down for two and half hours for shaft repair. During its transit in the Bering Sea, the Noble Discoverer experienced increased shaft vibration. Bolts backed out of the coupling connecting two sections of the vessel's main propulsion shaft. If the coupling had failed, the result could have been severe damage in the engine room that could have jeopardized the safety of the vessel and the crew. While en route to Dutch Harbor, Noble welded the bolts back onto the coupling. At 7:36 a.m. on November 6, 2012, the main engine had to be shut down due to the severe shaft vibration. Because it was unsafe to run the main engine, the Noble Discoverer arrived at Dutch Harbor under a dead ship tow. The Noble Discoverer arrived in Dutch Harbor at noon on November 7, 2012. Noble did not

notify the U.S. Coast Guard of the problems with its main engine and the main propulsion shaft.

When the Noble Discoverer arrived in Dutch Harbor, the bolts that Noble had welded onto the tail shaft coupling had backed out again. Noble re-welded the bolts onto the coupling again. While the vessel was in Dutch Harbor, Noble did not notify the U.S. Coast Guard regarding the problems with the Noble Discoverer's main engine and the main propulsion shaft.

On November 16, 2012, the Noble Discoverer experienced another backfire while maneuvering to a dock in Dutch Harbor. The backfire caused further damage to the bellows near the stack, and some of the insulation coated with soot or oil residue smoldered and was extinguished by Noble. The U.S. Coast Guard responded to this incident and required Noble to repair the bellows to the satisfaction of the vessel's Classification Society before departing for Seward, Alaska. Although both the Classification Society and the U.S. Coast Guard were aboard the Noble Discoverer during that time, Noble did not inform them of the severe main propulsion vibration problems, or that they had welded the bolts on the shaft coupling to keep them from backing out

during operation.

At 2:00 p.m. on the afternoon of November 21, 2012, the Noble Discoverer departed Dutch Harbor under tow assist by a large, ocean-going tug. By about 9:00 a.m. on November 22, 2012, the main propulsion system again experienced severe vibrations, causing damage to the shaft pedestal bearing. Noble considered it unsafe to operate the main engine after this point. After securing the main engine, Noble hired a second tug to escort the tow of the vessel en route to Seward. The second tug then came alongside at 8:00 p.m. on November 23, 2012. Noble did not notify the U.S. Coast Guard that the Noble Discoverer had shut down its main engine propulsion due to the main propeller shaft vibration until about 8:30 p.m. on November 24, 2012. On November 26, 2012, the Noble Discoverer arrived in Seward, Alaska, under a dead ship tow and with several tug boats standing by to assist if needed.

After the Noble Discoverer arrived in Seward, the Coast Guard conducted a Port State Control examination of the Noble Discoverer and determined that the Noble Discoverer was not in compliance with United States laws and regulations and detained the vessel. The Coast

Guard discovered numerous violations, including but not limited to major non-conformities with the Safety Management System, lack of preventative maintenance procedures for the main engine, a non-functioning OWS system, disconnected oil mist detectors on the main engine, oil soaked structural fire protection insulation, main engine shut down, severe shaft vibration, and exhaust system backfires.

Ultimately, Noble arranged to have the Noble Discoverer placed on a heavy-lift ship to be removed from the water and carried from Seward, Alaska, to Korea. At the shipyard in Korea, Noble made numerous repairs and upgrades to the Noble Discoverer, including replacing the entire main engine.

Noble admits that the facts described above support convictions for knowingly violating the Ports and Waterways Safety Act.

6. Cooperation and Acceptance of Responsibility.

The Parties agree that since November 26, 2012, Noble has cooperated with the United States, including facilitating access to numerous employees from around the country and thousands of pages of documents. Noble promptly commenced an internal investigation and instituted new training of its employees across North America

related to MARPOL and its International Safety Management Code. Noble also enhanced existing training programs and compliance policies, and voluntarily began the implementation of a comprehensive compliance plan which will govern the conduct of its employees with respect to the safety and environmental issues raised by this investigation. Senior management of Noble met with the United States and expressed their understanding of the seriousness of the case. Noble has worked diligently to resolve this matter and has accepted responsibility for the violations set forth in this plea agreement.

D. Statutory Penalties and Other Matters Affecting Sentence

1. Statutory Penalties

The maximum statutory penalties applicable to the charges to which the defendant is pleading guilty, based on the facts to which the defendant will admit in support of the guilty pleas, are as follows:

Counts 1, 2, 3, 4, and 5: Act to Prevent Pollution from Ships

- 1) a maximum 5 years' probation;
- 2) a maximum \$500,000 fine, or the greater of twice the gross gain to the defendant or twice the gross loss to any person under Title 18, United States Code, Section 3571; and

3) a \$400 mandatory special assessment.

Count 6: Nonindigenous Aquatic Nuisance Prevention and Control Act

- 1) a maximum 5 years' probation;
- 2) a maximum \$500,000 fine, or the greater of twice the gross gain to the defendant or twice the gross loss to any person under Title 18, United States Code, Section 3571; and
- 3) a \$400 mandatory special assessment.

Counts 7 and 8: Ports and Waterways Safety Act

- 1) a maximum 5 years' probation;
- 2) a maximum \$500,000 fine, or the greater of twice the gross gain to the defendant or twice the gross loss to any person under Title 18, United States Code, Section 3571; and
- 3) a \$400 mandatory special assessment.

2. Other Matters Affecting Sentence

a) Conditions affecting the defendant's sentence

The following conditions may also apply and affect the defendant's sentence: 1) pursuant to 18 U.S.C. § 3612(f), unless otherwise ordered, if the Court imposes a fine of more than \$2,500, interest will be charged

on the balance not paid within 15 days after the judgment date; 2) the Court may order the defendant to pay restitution pursuant to 18 U.S.C. § 3663 and U.S.S.G. § 5E1.1.

b) Payment of Special Assessment

The defendant agrees to pay the entire special assessment in this case on the day the Court imposes the sentence. All payments will be by check or money order, and are to be delivered to the Clerk of Court, United States District Court, 222 W. 7th Ave. Box 4, Rm. 229, Anchorage, AK 99513-7564.

E. Forfeiture

There are no assets to be forfeited under this agreement.

F. Restitution

The parties have no agreement regarding restitution.

G. Fine

Under the Alternative Fines Act, the potential statutory fine for Counts One through Eight can be up to the greater of twice the gross gain to the defendant or twice the gross loss to any person under Title 18, United States Code, § 3571. The defendant agrees to pay an \$8.2 million fine that it will pay in full at the time sentence is imposed, apportioned equally among Counts 1 through 8. The defendant agrees

that the fine has been properly calculated pursuant to Title 18, United States Code, Section 3571.

The defendant further agrees that the criminal fine paid pursuant to this agreement shall not be taken or used as a deduction or credit against, or otherwise used to reduce the amount of taxes, royalties, or any other payments to the United States. In addition, since all the fine payments agreed to herein are part of the resolution of a criminal investigation, the defendant will not characterize, publicize, or refer to these payments as voluntary donations or contributions.

H. Community Service Payment

The defendant agrees to pay a \$4 million organizational community service payment pursuant to U.S.S.G. § 8B1.3 to organization(s) and in separate amounts to be designated by the United States prior to sentencing. Each organization receiving community service payment funds is responsible for ensuring that the funds are used in accordance with the following criteria: (1) the funds must be used solely in conjunction with research and projects designed to study and/or benefit the Arctic and/or the natural resources or wildlife contained therein near Alaska; (2) the funds are not to augment

resources for an activity that is required to be done by a federal agency;

(3) notice shall be provided to the government of the types of projects and/or research the funds are proposed to be used for on an annual basis; (4) the funds shall not be used for political or litigation activities; and (5) the funds shall not be used to accrue benefits to the defendant.

Each organization that receives community service payment funds shall also prepare an annual report detailing how the funds have been expended during the prior year. The annual report shall be provided to the U.S. Probation Office, the U.S. Attorney's Office for the District of Alaska, and the designated contacts with the United States Coast Guard. In addition, if the organization(s) receiving the community service payment(s) has an audit done of its books and records, a copy of the audit should be provided to the U.S. Probation Office, the U.S. Attorney's Office for the District of Alaska, and the designated contacts with the United States Coast Guard. The government may direct that a community service payment recipient hire an independent auditor to report on future and past fund expenditures.

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Because the community service payment is designated as community service by an organization, the defendant agrees that it will not seek any reduction in its tax obligations as a result of this payment. In addition, since the payment constitutes community service, the defendant will not characterize, publicize, or refer to the payment as a voluntary donation or contribution. The defendant agrees that the fine and community service will be non-dischargeable in any bankruptcy proceeding and that defendant will not seek or cause to be sought a discharge or a finding of dischargeability as to this obligation.

I. Environmental Compliance Plan

The defendant agrees to implement the Environmental Compliance Plan (“ECP”) filed in this case and made part of this plea agreement in accordance with U.S.S.G. § 8B2.1. *See* Exhibit A. The ECP and this plea agreement will apply to all MODUs that are owned, operated, chartered or technically managed by defendant Noble, and to all other MODUs that are owned, operated, chartered or technically managed by any direct or indirect subsidiaries of Noble Corporation plc while they are within the jurisdiction of the United States (such other MODUs shall be referred to as “Other U.S. MODUs”). Within the

jurisdiction of the United States shall include within the territorial sea and the United States Exclusive Economic Zone, and/or operating on submerged lands subject to the jurisdiction of the United States or a state or territory of the United States, including operations conducted on leases granted by the United State under the Outer Continental Shelf Lands Act. However, the ECP shall not apply to Noble Corporation plc MODUs that only cross through United States' waters in innocent passage from one foreign port or place to another foreign port or place or that are in layup status.

MODUs for which defendant Noble has relinquished ownership, operation or technical management (unless such MODU then qualifies as an "Other U.S. MODU") shall be excluded from the requirements of the Plea Agreement and ECP, and Noble shall provide notification to the United States in accordance with the ECP. Noble shall provide the United States Probation Office, the United States Attorney's Office for the District of Alaska, and the United States Coast Guard with an updated list of all MODUs that fall within the provisions of the Plea Agreement and ECP on a quarterly basis.

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Noble Corporation plc has voluntarily agreed to implement an EMS that is substantially similar to the EMS that will be implemented by defendant Noble pursuant to the ECP for all MODUs owned and operated by Noble Corporation plc or its direct or indirect subsidiaries worldwide. *See Exhibit B.* The voluntary EMS implemented by Noble Corporation plc outside of the United States is not a term or condition of this Plea Agreement and is not subject to the reporting and auditing requirements of the ECP.

As part of the ECP, all MODUs subject to the ECP must be audited by a Third Party Auditor (“TPA”) during each year of probation. Each audit must be conducted while the MODU is operating, or in the case of a drillship, while the vessel is underway. No later than thirty days following the change of plea hearing, defendant shall nominate two candidates for the TPA position. The United States will notify defendant in writing of which TPA is acceptable. If none of the proposed candidates are acceptable, defendant will supply an additional candidate. Qualified candidates for the TPA position must have expertise and competence in waste stream evaluation, monitoring and control technologies, with a primary emphasis on engine room and

machinery space operations. The TPA must also have experience and familiarization with the various operations that are unique to MODUs. There are additional qualifications and requirements for the TPA specified in the ECP.

Defendant Noble also agrees to pay for an Independent Auditor (IA) that will review the TPA reports during the entire period of probation. The IA will serve as an independent party who will report to the United States Probation Office, the United States Attorney's Office for the District of Alaska, and the United States Coast Guard regarding the completeness of the TPA reports and Noble's implementation and conformity with the requirements of the ECP. The IA shall review Noble's EMS to ensure it adequately addresses Noble's operations in the areas of marine safety and environmental pollution prevention. The IA shall review all TPA audit reports and the corrective actions taken to ensure compliance with the requirements of the ECP, and report on such actions to the United States Probation Office, the United States Attorney's Office for the District of Alaska, and the United States Coast Guard. The IA shall communicate deficiencies reported by the TPA to the United States Attorney's Office for the District of Alaska, United

States Probation Office for the District of Alaska and the United States Coast Guard on a timely basis, and follow up with recommended courses of action and corrective actions to remedy the deficiencies and prevent recurrence, if necessary. Noble will provide the IA with any of Noble's records that the IA needs to fulfill its obligations set forth above. The IA is not expected to attend or audit any Noble office, MODU, drill ship or facility in order to carry out the foregoing responsibilities. If the IA believes that either the TPA or Noble are not fulfilling their respective obligations under the ECP, the IA will report its concerns to the United States Probation Office, the United States Attorney's Office for the District of Alaska, the United States Coast Guard, Noble, and to counsel of record. The nomination process and selection criteria for the IA will be the same as for the TPA.

The results of all TPA audits and IA reports described herein are to be forwarded in a timely manner to the United States Probation Office, the United States Attorney's Office for the District of Alaska, the United States Coast Guard, Noble, and to counsel of record.

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III. ADVISORY UNITED STATES SENTENCING GUIDELINES; GUIDELINE APPLICATION AGREEMENTS; SENTENCING RECOMMENDATIONS

A. Advisory United States Sentencing Guidelines

The Court must consult the advisory United States Sentencing Commission Guidelines [U.S.S.G.] as well as the factors set forth in 18 U.S.C. § 3553(a) when considering the sentence to impose. The U.S.S.G. do not establish the statutory maximum or minimum sentence applicable to the offenses to which the defendant is pleading guilty. The U.S.S.G. are not mandatory and the Court is not bound to impose a sentence recommended by the U.S.S.G. Environmental crimes are excluded from the fine calculation section applicable to organizations in Chapter 8 of the U.S.S.G. Accordingly, corporate fines are determined considering the factors listed in 18 U.S.C. § 3572.

B. Guideline Application Agreements

The parties have no agreements on any guideline applications unless set forth below in this section.

C. Sentencing Recommendations

The parties agree, pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C), that the defendant be sentenced to pay a fine in the amount of \$8.2 million to be paid on the date of the sentencing

hearing, to make an organizational community service payment in the amount of \$4 million to be paid on the date of the sentencing hearing pursuant to U.S.S.G. § 8B1.3 and in furtherance of satisfying the sentencing principles provided for under 18 U.S.C. § 3553(a), and to serve a four-year term of probation with a special condition that Noble fund and implement the ECP as detailed herein.

The defendant and the United States agree that the Defendant will serve a minimum of three years of probation. If appropriate as determined by the Court, the period of probation may be terminated after three years, upon application by the defendant. The Defendant further agrees that except as set forth in section I(H) of the ECP, it will not move this Court nor U.S. Probation for any modification or removal of any conditions of probation. The defendant also agrees that it will not take any adverse actions against any individual based on their cooperation with the United States' investigation of this matter.

The defendant waives its right to a Pre-Sentence Report ("PSR") and requests that the Court impose immediate sentence pursuant to the terms of this Plea Agreement at the time of its arraignment on the Information and entry of plea. The United States does not object to this

procedure. However, the defendant may not withdraw from this agreement if the Court requests a PSR and sets separate court appearances.

IV. WAIVER OF TRIAL, APPELLATE RIGHTS, AND COLLATERAL ATTACK RIGHTS

A. Trial Rights

Being aware of the following, the defendant waives these trial rights:

- The right to have the charges presented to the grand jury prior to entering the guilty plea;
- The right to a speedy and public trial by jury on the factual issues establishing guilt or any fact affecting the mandatory minimum and statutory penalties, and any issue affecting any interest in any assets subject to forfeiture;
- The right to object to the composition of the grand or trial jury;
- The right to plead not guilty or to persist in that plea if it has already been made;

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- The right to be presumed innocent and not to suffer any criminal penalty unless and until the defendant's guilt is established beyond a reasonable doubt;
- The right to be represented by counsel at trial and if necessary to have a counsel appointed at public expense to represent the defendant at trial -- the defendant is not waiving the right to have counsel continue to represent the defendant during the sentencing phase of this case;
- The right to confront and cross examine witnesses against the defendant, and the right to subpoena witnesses to appear in the defendant's behalf;
- The right to remain silent at trial, with such silence not to be used against the defendant, and the right to testify in the defendant's own behalf; and
- The right to contest the validity of any searches conducted on the defendant's property or person.

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B. Appellate Rights

The defendant waives the right to appeal the convictions resulting from the entry of guilty pleas to the charges set forth in this agreement. The defendant further agrees that if the Court imposes a sentence as set forth in Section I(A) above, the defendant waives without exception the right to appeal on all grounds contained in 18 U.S.C. § 3742 the sentence the Court imposes— including forfeiture (if applicable) or terms or conditions of probation (if applicable) or supervised release, and any fines or restitution to the extent agreed herein. The defendant further agrees that if it is sentenced according to the terms of this agreement, that it waives the right to appeal the fine that is above the statutory maximum because defendant agrees that the fine has been properly calculated pursuant to Title 18, United States Code, Section 3571.

C. Collateral Attack Rights

The defendant agrees to waive all rights to collaterally attack the resulting convictions and/or sentence – including terms or conditions of probation (if applicable) or supervised release, and any fines or restitution – the Court imposes as agreed herein. The only exceptions to this collateral attack waiver are as follows: 1) any challenge to the conviction or sentence alleging ineffective assistance of counsel -- based

on information not now known to the defendant and which, in the exercise of reasonable diligence, could not be known by the defendant at the time the Court imposes sentence; and 2) a challenge to the voluntariness of the defendant's guilty pleas.

D. Waiver of Indictment

Defendant will waive the right to be charged by way of indictment before a federal grand jury.

V. ADDITIONAL AGREEMENTS BY UNITED STATES

In exchange for the defendant's guilty pleas and the Court's acceptance of the defendant's plea and the terms of this agreement, the United States agrees that it will not prosecute the defendant further for any other offense – now known – arising out of the subject of the investigation related to the charges brought in the Information in this case or the defendant's admissions set forth in Section II C. Provided, however, if the defendant's guilty pleas are rejected, withdrawn, vacated, reversed, or set aside, or if the defendant's sentence or conviction is vacated, reversed, set aside, or modified, at any time, in any proceeding, for any reason, the United States will be free to prosecute the defendant on all charges arising out of the investigation of

this case including any charges dismissed pursuant to the terms of this agreement, which charges will be automatically reinstated as well as for perjury and false statements.

VI. ADEQUACY OF THE AGREEMENT

Pursuant to Local Criminal Rule 11.2 (d)(7) and (8), this plea agreement is appropriate in that it conforms with the sentencing goals that would otherwise be applicable to the defendant's case if the defendant had gone to trial and had been convicted on all counts in the charging instrument.

VII. THE DEFENDANT'S ACCEPTANCE OF THE TERMS OF THIS PLEA AGREEMENT

I, the authorized representative for Noble Drilling (U.S.) LLC ("Noble"), the defendant, affirm this document contains all of the agreements made between Noble – with the assistance of counsel – and the United States regarding these pleas. There are no other promises, assurances, or agreements the United States has made or entered into with Noble that have affected the decision to enter any plea of guilty or to enter into this agreement. If there are any additional promises, assurances, or agreements, I and the United States will jointly inform the Court in writing before I enter the guilty pleas on behalf of Noble.

If anyone, including Noble's attorney, has done or said anything other than what is contained in this agreement, I will inform the Court when I stand before it to enter my plea. If there were, I would so inform the Court.

Noble enters into this agreement understanding and agreeing that the conditions set forth herein are obligatory and material to this agreement and that any failure on Noble's part to fulfill these obligations will constitute a material breach of this agreement. If Noble breaches this agreement, as determined by a court of competent jurisdiction, Noble agrees the United States, in its sole discretion, may withdraw from this agreement and may reinstate prosecution against Noble on any charges arising out of the investigation in this matter. If Noble's compliance with the terms of this plea agreement is in dispute, at an appropriate hearing, during which Noble agrees any of Noble's disclosures will be admissible, the Court will determine whether or not Noble has violated the terms of this agreement. Noble understands the government's burden to prove a breach will be by a preponderance of the evidence.

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As an authorized representative, I understand the Court will ask me under an oath to answer questions about the offenses to which Noble is pleading guilty and Noble's understanding of this plea agreement. I understand that I may be prosecuted if I make false statements or give false answers and may suffer other consequences set forth in this agreement.

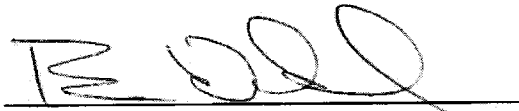
On behalf of Noble, and as an authorized representative, I have read this plea agreement carefully and understand it thoroughly. I know of no reason why the Court should find me incompetent to enter into this agreement on behalf of Noble or to enter the pleas on behalf of Noble. I enter into this agreement knowingly and voluntarily. I understand that anything that I discuss with Noble's attorney is privileged and confidential, and cannot be revealed without Noble's permission. Knowing this, I agree that this document will be filed with the Court.

Noble is fully satisfied with the representation given Noble by the attorneys for Noble and I am prepared to repeat this statement at the time I stand before the Court and enter Noble's guilty pleas. Noble's attorneys and I have discussed all possible defenses to the charges to

which Noble is pleading guilty. Noble's attorneys have investigated Noble's case and followed up on any information and issues Noble has raised to Noble's satisfaction. Noble's attorneys have taken the time to fully explain the legal and factual issues involved in this case to Noble's satisfaction. The attorneys and Noble have discussed the statutes applicable to Noble's offense and sentence as well as the possible effect the U.S.S.G. may have on Noble's sentence.

Based on Noble's complete understanding of this plea agreement, Noble therefore wishes to enter a plea of guilty to Counts 1 through 8 of the Information.

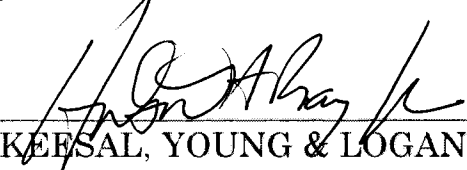
DATED: December 8, 2014


NOBLE DRILLING (U.S.) LLC
Bernie G. Wolford Jr., President
Authorized Representative of
Defendant

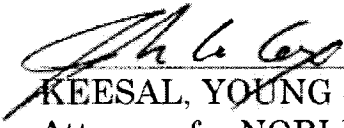
As counsel for the defendant, I have discussed all plea offers and the terms of this plea agreement with the defendant, have fully explained the charges to which the defendant is pleading guilty and the necessary elements, all possible defenses, and the consequences of a guilty plea to a felony. Based on these discussions, I have no reason to doubt that the defendant is knowingly and voluntarily entering into

this agreement and entering a plea of guilty. I know of no reason to question the defendant's competency to make these decisions. If, prior to the imposition of sentence, I become aware of any reason to question the defendant's competency to enter into this plea agreement or to enter a plea of guilty, I will immediately inform the Court.

DATED: 12/8/2014


KEESAL, YOUNG & LOGAN
Attorney for NOBLE DRILLING
(U.S.) LLC
HERBERT H. RAY, JR.
Alaska Bar No. 8811201

DATED: 12/8/2014


KEESAL, YOUNG & LOGAN
Attorney for NOBLE DRILLING
(U.S.) LLC
JOHN COX,
Pro Hac Vice

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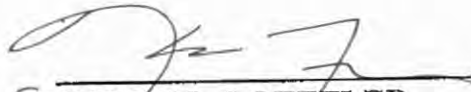
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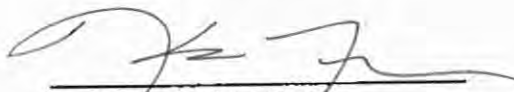
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On behalf of the United States, the following accept the
defendant's offer to plead guilty under the terms of this plea agreement.

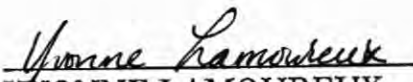
DATED: 12-8-14


for KAREN L. LOEFFLER
United States of America
United States Attorney

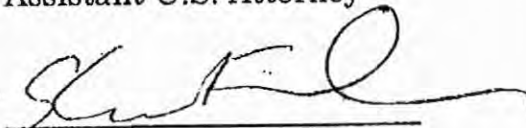
DATED: 12-8-14


KEVIN R. FELDIS
United States of America
Assistant U.S. Attorney

DATED: 12/8/2014


YVONNE LAMOUREUX
United States of America
Assistant U.S. Attorney

DATED: 12/8/2014


KENNETH E. NELSON
Trial Attorney
Environmental Crimes Section

DATED: 12/8/2014


JOHN D. CASHMAN
United States of America
Special Assistant U.S. Attorney