

GENERAL RELEASE

RELEASE AND WAIVER

I am signing this General Release (Release) in consideration for the benefits that I will receive under the Company's severance benefit plan. I, and any person acting by, through, under or on behalf of me, release, waive, and forever discharge Noble Energy, Inc., its subsidiaries, affiliates, and related entities (Company), and all of their respective agents, employees, officers, directors, shareholders, members, managers, employee benefit plans and fiduciaries, insurers, successors, and assigns, from any and all claims, liabilities, actions, demands, obligations, agreements, or proceedings of any kind, individually or as part of a group action, whether known or unknown, arising out of, or connected with, claims of unlawful discrimination, harassment, retaliation, or failure to accommodate; the terms and conditions of my employment; my compensation and benefits; and/or the termination of my employment, including, but not limited to, all matters in law, in equity, in contract, or in tort, or pursuant to statute, including damages, attorney's fees, costs and expenses and, without limiting the generality of the foregoing, all claims arising under the Age Discrimination in Employment Act (ADEA), the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Employee Retirement Income Security Act (ERISA), the Equal Pay Act, the Immigration Reform Control Act, the Uniformed Services Employment and Reemployment Rights Act, the Americans with Disabilities Act, the National Labor Relations Act (NLRA), the Family and Medical Leave Act (FMLA), the Worker Adjustment and Retraining Notification Act, Chapters 21 and 451 of the Texas Labor Code, any amendments to the foregoing, or any other federal, state, or local law, statute, or ordinance.

VOLUNTARY AGREEMENT; ADVICE OF COUNSEL; 45-DAY PERIOD

I acknowledge that:

- (a) I have read this Release, and I understand its legal and binding effect. I am acting voluntarily, deliberately, and of my own free will in executing this Release, and have been provided with all information needed to make an informed decision to sign this Release and given an opportunity to ask questions that I might have about this Release.
- (b) The consideration for this Release is in addition to anything of value to which I already am entitled, and is not wages, a wage increase, a bonus, or any other form of compensation for services performed. Standard deductions will be made to the consideration for this Release.
- (c) I have had the opportunity to seek, and I am advised in writing to seek, legal counsel prior to signing this Release.
- (d) I have been given at least 45 days from the date I received this Release and any attached information to consider the terms of this Release before signing it. In the event I choose to sign this Release prior to the expiration of the 45-day consideration period, I represent that I am knowingly and voluntarily waiving the remainder of the 45-day consideration period. I understand that having waived some portion of the 45-day consideration period, the Company may expedite the processing of benefits provided to me in exchange for signing this Release. I also understand that under the Company's severance benefit plan, the Company has up to 70 days following my termination date to pay benefits provided to me under the severance benefit plan.
- (e) I agree with the Company that changes, whether material or immaterial, do not restart the running of the 45-day consideration period.
- (f) I have (i) received all compensation owed to me as a result of services performed for the Company with the receipt of my final paycheck; (ii) reported to the Company any and all work-related injuries or occupational disease incurred by me during my employment by the Company; (iii) been properly provided any leave requested under the FMLA or similar state or local laws and have not been subjected to any improper treatment, conduct or actions due to a request for or taking such leave; (iv) had the opportunity to provide the Company with written notice of any and all concerns regarding suspected ethical and compliance issues or violations on the part of the Company or any other released person or entity; (v) reported any pending judicial and administrative complaints, claims, or actions I filed against the Company or any other released person or entity; and (vi) not raised a claim of sexual harassment or abuse with the Company.

REVOCAION

I understand that if I sign this Release, I can change my mind and revoke it within seven days after signing it (Revocation Period) by returning it with written revocation notice to Sandy Rosner, HR Director, Noble Energy, Inc., 1001 Noble Energy Way, Houston, TX, 77070, sandy.rosner@nblenergy.com. I understand that this Release will not be effective until after this Revocation Period has expired, and I will not be entitled to receive any benefits until after the Release becomes effective. If the Revocation Period expires on a weekend or holiday, I understand I have until the end of the next business day to revoke.

BINDING AGREEMENT AND PROMISE NOT TO SUE

I understand that following the Revocation Period, this Release will be final and binding. I promise that I will not pursue any claim that I have settled by this Release. If I break this promise, I agree to pay all of the Company's costs and expenses (including reasonable attorneys' fees) related to the defense of any such claims except this promise not to sue does not apply to claims that I may have under the Older Workers Benefit Protection Act (OWBPA) and the ADEA. Although I am releasing claims that I may have under the OWBPA and the ADEA, I understand that I may challenge the knowing and voluntary nature

of this Release under the OWBPA and the ADEA before a court, the Equal Employment Opportunity Commission (EEOC), or any other federal, state or local agency charged with the enforcement of any employment laws.

INFORMATION ABOUT THE INVOLUNTARY REDUCTION PROGRAM

If I am age 40 or over and my termination is part of an employment termination program, I acknowledge that the Company made the following available to me: (a) the class, unit, or group of individuals covered by the employment termination program; the eligibility factors for the program; and applicable time limits; and (b) the job titles and ages of all individuals eligible or selected for the program as well as those in the same job classification or organizational unit who are not eligible or selected.

COMPANY PROPERTY; CONFIDENTIALITY; GENERAL PROVISIONS; RESTRICTIVE COVENANTS

I understand that if I was provided a Company-owned cellphone, I am being permitted to retain that phone. By retaining any such cellphone, I hereby consent to permitting the Company to remove (either directly or via remote wiping) all of the Company's confidential and other information from such device. I represent and warrant that I have returned all confidential information, computer hardware or software, files, papers, memoranda, correspondence, customer lists, financial data, credit cards, keys, tape recordings, pictures, and security access cards, and any other items of any nature which are the property of the Company. I further agree not to retain any tangible or electronic copies of any such property in my possession or under my control. To the fullest extent permitted by law, I also agree to retain in confidence any confidential information known to me concerning the Company until such information is publicly available. I further agree to maintain the confidentiality of this Release and will not disclose in any fashion the terms of this Release or the amount of the severance benefits I receive to any person other than my attorneys, accountants, and tax advisors as required by appropriate taxing authorities, or as otherwise required by law.

I agree that for 12 months following my termination date, I will not, directly or indirectly, for any reason, for my own account or on behalf of or together with any other person, entity or organization, (i) call on or otherwise solicit any natural person who is employed by the Company in any capacity with the purpose or intent of attracting that person from the employ of the Company, (ii) call on or otherwise solicit or induce any natural person who is a non-employee independent contractor or subcontractor of, or other service provider to, the Company in any capacity with the purpose or intent of inducing such person to breach any agreement or contract with, or discontinue or curtail his or her business relationship with, the Company, or (iii) call on or otherwise solicit or induce any established customer of the Company or other service provider of the Company to breach any agreement or contract with, or discontinue or curtail his, her, or its business relationships with, the Company, without, in each case of (i), (ii), or (iii), the prior written consent of the Company. Notwithstanding the previous sentence, the post-employment and post-service restrictions described in (i), (ii), and (iii) of the previous sentence apply only to those persons or established customers with whom I had material contact relating to the business of the Company or about whom I had access to confidential information, within 12 months before the termination of my employment with the Company.

Except as otherwise noted below in "Exceptions and No Interference with Rights," I agree that for 12 months following my termination date, I will not, directly or indirectly, make any public or private statements (whether orally, in writing, via electronic transmission or otherwise) that disparage, denigrate, or malign the Company; any of the businesses, activities, operations, affairs, reputations or prospects of the foregoing; or any of the respective officers, employees, directors, managers, partners, agents, members or shareholders of any of the foregoing.

I understand that I shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. I likewise understand that in the event I file a lawsuit for retaliation by the Company for reporting a suspected violation of law, I may disclose the Company's trade secret(s) to my attorney and use the trade secret information in the court proceeding, if I (A) file any document containing the trade secret under seal; and (B) do not disclose the trade secret, except pursuant to court order.

This Release shall be construed under the law of the state in which I last worked for the Company. This Release constitutes the complete and total agreement between the Company and me with respect to issues addressed in this Release except this Release shall not in any way affect, modify, or nullify any prior agreement I have entered into with the Company regarding confidentiality, trade secrets, inventions, or unfair competition. I understand that this Release is independent of and does not affect the enforceability of any other restrictive covenants by which I agreed to be bound in any other agreement with Company. I represent that I am not relying on any other agreements or oral representations not fully expressed in this document. I agree that this Release shall not be modified, altered, or discharged except by written instrument signed by an authorized Company representative and me. The headings in this document are for reference only, and shall not in any way affect the meaning or interpretation of this Release. I further agree that this document may be used as evidence in a subsequent proceeding in which the Company or I allege a breach of this Release or as a complete defense to any lawsuit. Other than this exception, I agree that this Release will not be introduced as evidence in any administrative proceeding or in any lawsuit. I agree that should any part of this Release except the release of claims be found to be void or unenforceable by a court of competent jurisdiction, that determination will not affect the remainder of this Release.

EXCEPTIONS AND NO INTERFERENCE WITH RIGHTS

I understand this Release does not apply to (a) any claims or rights that may arise after the date that I signed this Release, (b) the Company's expense reimbursement policies, (c) any vested rights under the Company's ERISA-covered or other employee benefit plans as applicable on the date I sign this Release, and (d) any claims that the controlling law clearly states may not be released by private agreement. Moreover, nothing in this Release (including but not limited to the acknowledgements, release of claims, the promise not to sue, the confidentiality obligations, the non-solicitation provision, the non-disparagement provision, and the return of property provision) (x) limits or affects my right to challenge the validity of this Release under the ADEA or the OWBPA, (y) prevents me from communicating with, filing a charge or complaint with, or from participating in an investigation or proceeding conducted by the EEOC, the National Labor Relations Board, the Securities and Exchange Commission, or any other federal, state or local agency charged with the enforcement of any laws, including providing documents or any other information, or (z) precludes me from exercising my rights under Section 7 of the NLRA to engage in protected, concerted activity with other employees, although by signing this Release I am waiving my right to recover any individual relief (including any backpay, frontpay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by me or on my behalf by any third party, except for any right I may have to receive a payment or award from a government agency (and not the Company) for information provided to the government agency.

I have read this Release, and I understand its legal and binding effect. I am acting voluntarily, deliberately, and of my own free will in executing this Release and have been provided with all information needed to make an informed decision to sign this Release. I have been given notice of and an opportunity to retain an attorney and I have been given an opportunity to ask questions that I might have about this Release.

Dated: _____ Signature: _____ Name Printed: _____
Employee