

EXHIBIT #

969

WIT:

Keith

## RECEIPT AND RELEASE AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

#### I. DEFINITIONS

The following terms, as used in this "Receipt and Release Agreement" shall be given the following meanings:

A. **AGREEMENT** shall mean this "Receipt and Release Agreement."

B. **JOSEPH KEITH** shall mean Joseph Keith, individually and on behalf of his spouse, **PAMELA LANCIOS KEITH**, their heirs, assigns, representatives, children, survivors, prior spouses, or any or all of them.

C. **HALLIBURTON INTERESTS** shall mean Halliburton Energy Services, Inc. and its partners, affiliates, subsidiaries, parent companies, predecessors, successors, heirs, assignees and assignors, and with respect to each their attorneys, officers, agents, servants, directors, stockholders, employees, underwriters, insurers, re-insurers, indemnitees, indemnitors, customers, contractors, subcontractors, joint venturers, operators, non-operators, lessors and lessees, all parties in privity therewith, and any and all other persons or entities for whose conduct any of them may be liable.

D. **BP INTERESTS** shall mean BP Exploration and Production, Inc., BP America Inc., BP America Production Company, and BP Energy Company and all of each of their partners, affiliates, subsidiaries, parent companies, working interest owners, non-working interest owners, predecessors, successors, heirs, assignees and assignors, and with respect to each their attorneys, officers, agents, servants, directors, stockholders, employees, underwriters, insurers, re-insurers, indemnitees, indemnitors, customers, contractors, subcontractors, joint venturers, operators, non-operators, lessors and lessees, all parties in privity therewith, and any and all other persons or entities for whose conduct any of them may be liable.

E. **TRANSOCEAN INTERESTS** shall mean Transocean Offshore USA Inc. and Transocean Ltd., and all of each of their partners, affiliates, subsidiaries, parent companies, predecessors, successors, heirs, assignees and assignors, and with respect to each their attorneys, officers, agents, servants, directors, stockholders, employees, underwriters, insurers, re-insurers, indemnitees, indemnitors, customers, contractors, subcontractors, joint venturers, operators, non-operators, lessors and lessees, all parties in privity therewith, and any and all other persons or entities for whose conduct any of them may be liable; as well as the drilling rig DEEPWATER HORIZON, its engines, tackle, apparel and appurtenances, and its master, officers, crew, owners, operators, brokers and charterers, as well as the designer and builder of the DEEPWATER HORIZON.

F. **CAMERON INTERESTS** shall mean Cameron International Corporation and all of its partners, affiliates, subsidiaries, parent companies, predecessors, successors, heirs, assignees and assignors, and with respect to each their attorneys, officers, agents, servants, directors, stockholders, employees, underwriters, insurers, re-insurers, indemnitees, indemnitors, customers, contractors, subcontractors, joint venturers, operators, non-operators, lessors and lessees, all parties in privity therewith, and any and all other persons or entities for whose conduct any of them may be liable.

G. **OTHER INTERESTS** shall mean Oceaneering International, Inc., Weatherford U.S., Inc., MI Drilling, Anadarko E&P Company, Anadarko Petroleum Corp, MOEX Offshore 2007 LLC, and all of each of their partners, affiliates, subsidiaries, parent companies, working interest owners, non-working interest owners, predecessors, successors, heirs, assignees and assignors, and with respect to each their attorneys, officers, agents, servants, directors, stockholders, employees, underwriters, insurers, re-insurers, indemnitees, indemnitors, customers, contractors, subcontractors, joint venturers, operators, non-operators, lessors and lessees, all parties in privity therewith, and any and all other persons or entities for whose

conduct any of them may be liable. **OTHER INTERESTS** shall also mean any other parties named, sued, or sought to be sued in connection with any litigation arising out of the **INCIDENT** defined in Paragraph I below.

**H. RELEASED PARTIES** shall mean the **HALLIBURTON INTERESTS, BP INTERESTS, TRANSOCEAN INTERESTS, CAMERON INTERESTS** and **OTHER INTERESTS**.

**I. INCIDENT** shall mean the April 20, 2010 explosion, blowout and fire aboard the drilling rig DEEPWATER HORIZON, the presence of **JOSEPH KEITH** aboard the DEEPWATER HORIZON that day, and the evacuation from the rig.

**J. ALL CLAIMS** shall mean any and all past, present and future claims, demands, actions, liabilities, causes of action, or suits at law, in equity, in admiralty, in civil law, in common law, in tort, in contract or of whatever kind or nature, whether presently known or unknown, that arise out of, are incidental to or are related directly or indirectly to the **INCIDENT**. The definition of **ALL CLAIMS** specifically includes, but is not limited to all past, present and future claims, demands, actions, liabilities, causes of action and suits for occurrence or aggravation of personal injuries or illnesses, disability, disfigurement, physical and mental pain and suffering, partial or total loss of hearing or other senses, loss of or damage to personal property, diminution of personal property value, loss of income or business, loss of wages or wage earning capacity, loss of credit, tax liabilities, mental anguish, emotional injuries, post-traumatic stress injuries, medical monitoring, wages, maintenance, transportation, food, loss of society, loss of estate, loss of consortium, loss of personal services or support, survival or wrongful death, funeral expenses, intentional tort, punitive or exemplary damages of any type, fines or penalties of any type, damages or penalties for bad faith, treble damages, hedonic damages, environmental damages, toxic exposure, court costs, attorney's fees, interest, as well as

any other damages or benefits of any type or description which are or arguably may be recoverable or exist, arising out of, incidental to, or related directly or indirectly to the **INCIDENT**. The definition of **ALL CLAIMS** also specifically includes, but is not limited to, any other damages or benefits of any type or description which may be recoverable or exist under the Jones Act, the general maritime law, the Oil Pollution Act of 1990, the laws of the states of Texas or Louisiana, the laws of the United States of America or any other state thereof, federal and state worker's compensation laws, and any and all other rights or causes of action not herein specifically mentioned for legal, conventional and/or equitable relief of any kind or nature.

K. The sole exception to this all-inclusive definition of **ALL CLAIMS** is that **ALL CLAIMS** does not include **JOSEPH KEITH'S** medical expenses related to this **INCIDENT**, the responsibility and payment of which will remain open and payable by **HALLIBURTON INTERESTS**.

L. **SETTLEMENT AMOUNT** shall mean [REDACTED] paid to **JOSEPH KEITH** and **PAMELA LANCLOS KEITH** by and on behalf of the **RELEASED PARTIES**.

In this agreement, the singular includes the plural, and *vice versa*; likewise, the disjunctive includes the conjunctive, and *vice versa*.

## II. AGREEMENT TERMS

1. For and in consideration of the **SETTLEMENT AMOUNT**, **JOSEPH KEITH** and **PAMELA LANCLOS KEITH**, do hereby **RELEASE, ACQUIT AND FOREVER DISCHARGE** the **RELEASED PARTIES** from **ALL CLAIMS**.

2. In addition to the **SETTLEMENT AMOUNT**, the **RELEASED PARTIES** have offered **JOSEPH KEITH** and **PAMELA LANCLOS KEITH** to pay reasonable attorneys' fees

for consultation with an attorney of their choosing before or during the signing of this **AGREEMENT**. **JOSEPH KEITH** and **PAMELA LANCLOS KEITH** understand that they have the right to consult with and have been encouraged to consult with an attorney of their choosing.

3. **JOSEPH KEITH** and **PAMELA LANCLOS KEITH** acknowledge the receipt and sufficiency of the **SETTLEMENT AMOUNT** by signing this **AGREEMENT**. The payment of the **SETTLEMENT AMOUNT** is made purely by reason of compromise and settlement and is not and may not be construed as an admission of liability.

4. **JOSEPH KEITH** and **PAMELA LANCLOS KEITH** understand and acknowledge that **JOSEPH KEITH'S** physical, mental, and emotional condition and his alleged damages may be or may become worse than they are or seem to be and that in executing this **AGREEMENT**, they are completely giving up **ALL CLAIMS** against the **RELEASED PARTIES** with the sole exception of payment of **JOSEPH KEITH'S** medical expenses related to this **INCIDENT**. **JOSEPH KEITH**, and **PAMELA LANCLOS KEITH** specifically understand and agree that as part of this **AGREEMENT**, the **RELEASED PARTIES** are not obligated to pay any further sums beyond the **SETTLEMENT AMOUNT**, except for **HALLIBURTON INTERESTS'** obligation to pay medical expenses related to this **INCIDENT**, regardless of whether any further claims arise or develop after the execution of this **AGREEMENT**.

5. **JOSEPH KEITH** acknowledges that his rights as a seaman against the **HALLIBURTON INTERESTS** and/or **TRANSOCEAN INTERESTS** have been fully explained to him, and that he understands his rights. Specifically, he understands that he has a right to bring a lawsuit against the **HALLIBURTON INTERESTS** and/or **TRANSOCEAN INTERESTS** in state court or in federal court on the basis that Transocean's drilling rig

DEEPWATER HORIZON was unseaworthy and/or that the **HALLIBURTON INTERESTS** and/or **TRANSOCEAN INTERESTS** were negligent. He further understands that in filing a lawsuit, he has a right to have a trial before a judge or a jury. He understands that the **TRANSOCEAN INTERESTS** have an absolute duty to furnish him a vessel, gear, equipment, fixtures, appurtenances and work area reasonably fit for their intended use, and that such a duty cannot be delegated to another party. He fully understands that if the **HALLIBURTON INTERESTS** and/or **TRANSOCEAN INTERESTS** or those acting for them failed to give him a reasonably safe place to work or were at fault, then he could have a recovery based upon negligence. He also fully understands that the **HALLIBURTON INTERESTS** and/or **TRANSOCEAN INTERESTS** or those acting for them are responsible for failure of any of the employees aboard the DEEPWATER HORIZON to perform their duties or work in a proper or reasonably safe and prudent manner. If a judge or jury would find either the DEEPWATER HORIZON unseaworthy or the **HALLIBURTON INTERESTS** and/or **TRANSOCEAN INTERESTS** negligent, then **JOSEPH KEITH** understands that he would be in a position to have a monetary recovery for past loss of wages, future loss of wages (this would encompass future disability), pain and suffering in the past or future, and all past and future expenses associated with the injury. **JOSEPH KEITH** also understands that even if the DEEPWATER HORIZON was found seaworthy, and the **HALLIBURTON INTERESTS** and/or **TRANSOCEAN INTERESTS** not negligent, he may be entitled to past maintenance and cure as well as future maintenance and cure. Maintenance would entitle **JOSEPH KEITH** to receive a certain sum per day while on outpatient care until his illness or injury had reached a point to where medical science could bring about no further improvement or relief. Cure would entitle **JOSEPH KEITH** to payment of his medical expenses until medical science could bring about no further improvement or relief. Even if a judge or jury was to determine that **JOSEPH**

**KEITH** was not a seaman, **JOSEPH KEITH** would still be entitled to assert certain claims against **HALLIBURTON INTERESTS** and/or **TRANSOCEAN INTERESTS**, under the Longshore and Harbor Workers' Compensation Act and/or state workers' compensation acts. **JOSEPH KEITH** and **PAMELA LANCLOS KEITH** understand that by signing this **AGREEMENT** and accepting the **SETTLEMENT AMOUNT**, they are forever waiving and releasing all of their past, present and future rights arising directly or indirectly against the **HALLIBURTON INTERESTS** and/or **TRANSOCEAN INTERESTS** in connection with the **INCIDENT**, except for the payment of **JOSEPH KEITH'S** medical expenses.

**JOSEPH KEITH** also acknowledges that his rights against the **BP INTERESTS**, the **CAMERON INTERESTS** and/or the **OTHER INTERESTS** have been fully explained to him and that he understands those rights. Specifically, **JOSEPH KEITH** understands that he has a right to bring a lawsuit against the **BP INTERESTS**, the **CAMERON INTERESTS** and/or the **OTHER INTERESTS** in state court or in federal court on the basis that they were negligent, and that, in filing a lawsuit, he would have a right to a trial before a judge or jury. If a judge or jury would find the **BP INTERESTS**, the **CAMERON INTERESTS** and/or the **OTHER INTERESTS** negligent, then **JOSEPH KEITH** would be in a position to have a monetary recovery for past loss of wages, future loss of wages (this would encompass future disability), pain and suffering in the past or future, all past and future expenses associated with the injury, and possibly non-pecuniary damages such as punitive damages and loss of consortium. **JOSEPH KEITH** and **PAMELA LANCLOS KEITH** understand that by signing this **AGREEMENT** and accepting the **SETTLEMENT AMOUNT**, they are forever waiving and releasing all of their rights arising directly or indirectly against the **BP INTERESTS**, the **CAMERON INTERESTS** and/or the **OTHER INTERESTS**.

6. The **RELEASED PARTIES** fully reserve any and all rights between and among themselves for indemnity and/or contribution.

7. **JOSEPH KEITH** and **PAMELA LANCLOS KEITH** also acknowledge that the terms of this settlement shall be kept strictly confidential by the parties forever, and shall not be disclosed except as required by law, and that any party may enforce this confidentiality provision and obtain injunctive relief and damages. No party shall provide a copy of this agreement to anyone except as may be required by a final and lawful order of a Court having competent jurisdiction over the parties.

8. In further consideration of the **SETTLEMENT AMOUNT**, **JOSEPH KEITH** and **PAMELA LANCLOS KEITH** represent and warrant the following to the **RELEASED PARTIES**:

- a. **JOSEPH KEITH** and **PAMELA LANCLOS KEITH** are correctly described in this **AGREEMENT**;
- b. Before executing this **AGREEMENT**, **JOSEPH KEITH** and **PAMELA LANCLOS KEITH** read it and became fully informed of the terms, contents, conditions and effect of this **AGREEMENT**;
- c. **JOSEPH KEITH** and **PAMELA LANCLOS KEITH** are of the full age of majority and are legally competent to execute this **AGREEMENT**;
- d. **JOSEPH KEITH** and **PAMELA LANCLOS KEITH** are not taking and have not taken any medication, drugs, narcotics, alcohol or any other substance which impedes, impairs, limits, alters, or otherwise affects his/her judgment, ability to reason, think and/or make decisions, or his/her ability to understand and comprehend, and they fully understand all of the terms of this **AGREEMENT** and the consequences of their execution of this **AGREEMENT**.
- e. This **AGREEMENT** is fully and forever binding on **JOSEPH KEITH** and **PAMELA LANCLOS KEITH**;
- f. No promise or representation of any kind has been made to **JOSEPH KEITH** and **PAMELA LANCLOS KEITH** or to anyone acting for **JOSEPH KEITH**, except as is expressly stated in this **AGREEMENT**;



- g. **JOSEPH KEITH and PAMELA LANCLOS KEITH** have not filed and are not a party to any lawsuits, claims or other legal proceedings against the **RELEASED PARTIES**.
- h. **JOSEPH KEITH and PAMELA LANCLOS KEITH** understand that this **AGREEMENT** is a full, final and complete release of the **RELEASED PARTIES**, and that, with the exception of medical expenses of **JOSEPH KEITH** related to the **INCIDENT**, which shall remain the obligation of **HALLIBURTON INTERESTS**, the **SETTLEMENT AMOUNT** is the only money and benefit **JOSEPH KEITH and PAMELA LANCLOS KEITH** shall ever receive from the **RELEASED PARTIES** in connection with the **INCIDENT**.

Executed in multiple originals on this 4<sup>th</sup> day of May, 2010.

WITNESSES:

Mary L. Dupuis  
Printed Name

Mary Dupuis  
Signature

Tony Angelle  
Printed Name

T. Angelle  
Signature

Mary L. Dupuis  
Printed Name

Mary L Dupuis  
Signature

Tony Angelle  
Printed Name

T. Angelle  
Signature

Joseph Keith  
JOSEPH KEITH - Signature

Joseph Keith  
Printed Name

Date of Birth: [REDACTED]

Social Security: [REDACTED]

Driver's License: [REDACTED]

Pamela Lancelos Keith  
PAMELA LANCILOS KEITH - Signature

Pamela Lancelos Keith  
Printed Name

Date of Birth: [REDACTED]

Social Security: [REDACTED]

Driver's License: [REDACTED]

SWORN TO AND SUBSCRIBED  
BEFORE ME, NOTARY, THIS  
4 DAY OF May, 2010.

Janelle D. Marcel  
NOTARY PUBLIC

Notary Number 32265

My Commission Expires at death

