

GENERAL RELEASE AND SETTLEMENT AGREEMENT

FOR THE SOLE AND ONLY CONSIDERATION of the total payment of the sum of **ONE HUNDRED SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$165,000.00)** the receipt and sufficiency of which is hereby acknowledged, **Mu'Ammar Ali, Anthony Thompson, Vincent Thompson and Jacob Wallace**, hereinafter referred to as "Releasors", hereby forever release and discharge **HAL CLAY MUMME, STATE OF NEW MEXICO, RISK MANAGEMENT DIVISION and any person or entity who was at any point in time named as a defendant in the lawsuit which is the subject of this release**, hereinafter referred to as "Releasees", as well as their agents, employer, employees, representatives, administrators, insurers, successors, corporate representatives, successors in trust, legal representatives and any and all entities or parties claiming by, through or under such party, who could or might be liable for any claims of any kind or character which Releasors have or might have against them in any capacity and especially because of all damages, losses, or claims of any nature, whether known or unknown and whether developed or undeveloped, arising out of the lawsuit, No. CIV 06-00794 RLP/WPL, filed in the United States District Court for the District of New Mexico.

IT IS UNDERSTOOD AND AGREED that all the Releasees referred to above are totally and fully released and discharged, and that this Release specifically includes any claims, demands or causes of action which could have been asserted in any civil action, including but not limited to, any obligation arising out of contract, tort, or constitutional law and further includes any claim for declaratory relief, punitive or exemplary damages.

RELEASORS FURTHER UNDERSTAND THAT RELEASEES, by agreeing to this compromise and settlement, do not admit any liability of any kind and that liability has at all times been denied and that the settlement as evidenced by this Release is a compromise to avoid further expense of litigation and to terminate all controversy and/or claims against Releasees of whatsoever nature, known or unknown, including further developments thereof which in any way grow out of or connect with the incidents or matters described herein. Releasors further understand that no representation of fact or opinion has been made by Releasees or by anyone on their behalf to induce this settlement and that the Releasees have made no agreement of any kind or promise to do or admit to do any act or thing not herein set forth.

RELEASORS EXPRESSLY REPRESENT AND DECLARE that, notwithstanding the damages or injuries known at this time and/or which may be subsequently discovered by Releasors or any change in the law or interpretation of the law which may occur, compensation for all known and unknown damages sustained by Releasors as a result of the aforementioned lawsuit and resulting facts are included in the compensation paid for this Release and that no further claim can be or will be made therefore.

RELEASORS WARRANT that they would be the proper parties to assert any claim against Releasees and further warrant that there are no claims of subrogation, assignment, or liens, it being the intent of this Release to completely and fully terminate any and all exposure or liability on the part of the parties released by this instrument. It is agreed between the parties to this agreement that the total sum of **ONE HUNDRED SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$165,000.00)** is for the amounts Releasors are entitled to recover from Releasees as a result of the lawsuit No. CIV 06-00794 RLP/WPL, filed in the United States District Court for the District of New Mexico.

RELEASORS AND THEIR ATTORNEYS AGREE that the total payment of **ONE HUNDRED SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$165,000.00)** is consideration for their agreement that they nor anyone else on their behalf including any relative or family member will cause to be made public or release to any news media or to any other person not a party of the lawsuit referenced herein any information about the amount of the settlement, except as required or allowed by law for a period of six (6) months from the date of signing of this agreement. Releasors agree and stipulate that this confidentiality provision is in all respects fair, proper and reasonable under the circumstances. Releasees, in turn, agree the Regents of New Mexico State University shall also keep confidential the amount of the settlement or any characterization thereof.

RELEASORS FURTHER AGREE that this Release shall be binding upon any and all heirs, executors, administrators, lien holders, assigns, trustees in bankruptcy and subrogees. All agreements and understandings between the parties are embodied and expressed herein and the terms of this Release are contractual and not merely a recital.

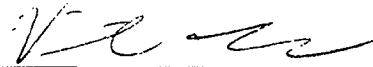
RELEASORS HAVE READ THE FOREGOING GENERAL RELEASE, AND SETTLEMENT AGREEMENT AND FULLY UNDERSTAND IT.

Date

6/20/07

Date

MU'AMMAR ALI



VINCENT THOMPSON

Date

ANTHONY THOMPSON

Date

JACOB WALLACE

Date

6/20/07

Date

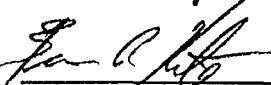
MUSTAFA ALI



HAL CLAY MUMME

6/20/07


Date



BRUCE R. KITE, on behalf of the Regents
of New Mexico State University

APPROVED AS TO FORM AND CONTENT:

By:



Jolene Youngers
George Bach
Attorneys for Releasors

By:

Lawrence R. White
Attorney for Releasees

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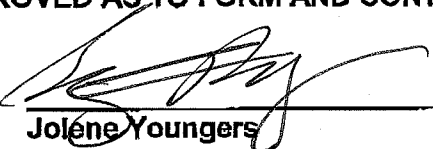
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