

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (hereinafter "Agreement") is entered into between Haussamen Publications, Inc. (hereinafter "Plaintiff") and New Mexico Spaceport Authority (hereinafter "Defendant," and collectively the "Parties.>").

Plaintiff filed a first amended complaint against Defendant in the State of New Mexico Third Judicial District Court on August 6, 2018, Cause No. D-307-CV-2018-01655; and in exchange for adequate consideration described herein, the Parties have agreed to settle the matter without admitting or conceding liability as to any matter at issue and Plaintiff agrees to release the Defendant in the aforementioned suit.

RELEASE, DISCHARGE, AND INDEMNIFICATION

1. In consideration for payment described herein, Plaintiff and its successors, or assigns, shareholders, officers, directors, employees, or agents, waives, releases and discharges the Defendant, its officers, managers and all current and former supervisors, directors, attorneys, insurers, employees, agents and from all manners of liabilities, claims, demands, and causes of action, known or unknown, fixed or contingent, arising in the past, present, or future which the Plaintiff now or may have or claim to have against the Defendant. This Agreement includes all demands, obligations, actions, claims, damages, costs, or rights the Plaintiff now has or may have that could be related to the incident occurring on or about the aforementioned date. This shall be a fully binding and complete settlement between the Parties.

2. The Plaintiff understands that this is a general release encompassing all of its claims arising under federal, state, or local law, including but not limited to claims arising under state and federal statutes, as well as any claims arising under any theory of common law. Claims released are those of which the Plaintiff is presently aware, and those of which it may be

unaware, for violations, including but not limited to, violations of the New Mexico Inspection of Public Records Act, NMSA 1978, Section 14-2-1, *et seq.*, or otherwise.

3. In consideration for the payments described herein, the Plaintiff and only the Plaintiff is responsible for any reimbursement or subrogation claimed by any entity, individual, or to any insurance company/companies, related to the underlying incident. If any government agency determines that taxes are owed as a result of the settlement, the Plaintiff shall be exclusively liable for the payments of all federal, state and local taxes, if any, which may be due as a result of the consideration paid as set forth in this agreement.

4. The Plaintiff agrees to indemnify and hold harmless the Defendant from any loss that is brought by, through or under Plaintiff and to defend and hold harmless the Defendant from the payment of taxes, including interest and penalties thereon, which may be required of it by any government agency at the time as a result of the payment and consideration provided for herein.

5. It is expressly understood and agreed that the payment of the sum described in the below paragraphs, and the additional consideration designated below, has been reached purely on a compromise basis and is not and shall not be construed as an admission of liability by the Defendant. The Plaintiff is settling and compromising disputed claims as to which the Defendant expressly denies any liability.

PAYMENT

6. Pursuant to this Agreement, the Defendant, through its insurer, agrees to pay the Plaintiff in settlement of the above lawsuit, the sum of SIXTY THOUSAND DOLLARS AND 00/100 (\$60,000.00). The Plaintiff agrees that the settlement funds shall be made payable to McELHINNEY LAW FIRM LLC.

SUPPLEMENTAL DOCUMENTS

7. The Parties agree to file a Joint Motion to Dismiss *Haussamen Publications, Inc.*, v. *New Mexico Spaceport Authority*, Cause No. D-307-CV-2018-01655, with prejudice and to submit and file a corresponding order to the Court to dismiss Defendant with prejudice.

8. Parties agree to cooperate fully, execute any and all supplementary documents, and take all additional actions that may be necessary or appropriate to give full force and effect to the terms of this Agreement. Specifically, Plaintiff agrees to execute a stipulated motion and order dismissing all claims against Defendant with prejudice.

FEES

9. Each Party shall bear its own costs and fees, including attorneys' fees associated with the underlying matter.

ADVICE OF COUNSEL

10. Plaintiff acknowledges it is represented by counsel and understands the effect of this Agreement.

11. Plaintiff states that it executes this Agreement of its own free will and accord, for the purpose and consideration set forth in this Agreement.

INTEGRATION

12. This Agreement contains the entire understanding between the Parties hereto concerning the subject matter contained herein.

13. All Parties agree that each paragraph and component of this Agreement is a material term and that failure to comply with any of the provisions contained herein constitutes a material breach of this Agreement.

14. The Plaintiff represents and warrants that there have been no representations or promises made by the Defendant, on which it relied in connection with the Agreement, other than what is set forth herein in writing.

15. The Plaintiff further represents and warrants that it is not being induced to enter into this Agreement by anything other than the written words contained in this Agreement.

MODIFICATION

16. This Agreement constitutes the entire Agreement and understanding between the Parties and shall not be modified or altered, except in writing, and signed by all Parties to this agreement.

ENFORCEMENT

17. If an action is filed to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

CHOICE OF LAW

18. Interpretation of this Agreement will be according to the laws of the State of New Mexico. The language of this Agreement shall be construed as a whole according to its fair meaning and shall not be construed strictly for or against either of the Parties.

EFFECTIVE DATE OF THIS AGREEMENT

19. This Settlement and Release of All Claims shall be effective following execution by the Plaintiff.

CONFIDENTIALITY

20. The Parties understand and agree that upon execution of this Agreement, the terms of this Agreement, including the circumstances giving rise to the settlement, the amount of consideration specified above, and the fact that a payment was made, shall be treated as confidential by Defendant and shall not be disclosed by Defendant for 180 days pursuant to NMSA 1978 § 15-7-9(A) (1981). Thereafter information concerning the settlement shall be made available by Defendant pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978 § 14-2-1, *et seq.*, and any additional policies of Released Parties.

HAUSSAMEN PUBLICATIONS, INC. BY
HEATH HAUSSAMEN, ITS President

Heath Haussamen

DATE

9/30/19

STATE OF New Mexico)
) SS.
COUNTY OF Dona Ana)

SUBSCRIBED AND SWORN TO before me on this 30th day of September,
2019 by HAUSSAMEN PUBLICATIONS, INC., BY HEATH HAUSSAMEN ITS
President.

Settlement and Release of All Claims

Anna Herrera
Notary Public

My Commission Expires:

12-29-2020

