



Brown directs the Payment to be paid by check payable to the Foundation for Individual Rights

and (f) for any common law cause of action, whether sounding in tort or contract, including

Drown agrees and understands that the College Portion have made no representations or

Agreement shall not be modified, amended, or terminated unless such modification, amendment, or termination is executed in writing by Brown and the President of the College after receiving all necessary approvals for such amendment. No representations, warranties, recitals, covenants, or statements of intention have been made by, or on behalf of, any party hereto which is not embodied in this Settlement Agreement, and no party hereto shall be bound by, or liable for, any alleged representation, warranty, recital, covenant, or statement of intention not so set forth.

(D) All the terms, provisions, conditions, covenants, warranties, recitals, and statements of intention in this Settlement Agreement shall be binding upon, inure to the benefit of, and be enforceable by Brown and the College Parties.

(E) If any single paragraph or clause of this Agreement should be found unenforceable, invalid, or illegal, it shall be severed and the remaining paragraphs and clauses shall be enforced in accordance with the intent of this Agreement.

(F) Nothing in this Agreement prohibits either party from complying with any state or

