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general assets of the University, subject to the claims of its creditors, and Mr. Cook shall have no current or future enforceable interest therein except as provided in this Agreement.

**Section 2. Funding Contingencies.** The obligation of the University to credit funds to the Account shall be subject to the following contingencies:

(a) Termination of Employment. If the employment of Mr. Cook as Head Coach of the Program is terminated, the University shall credit no additional sum other than investment earnings.

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(c) Death. If Mr. Cook shall die during the term of this Agreement, no sums shall be credited to the Account following Mr. Co

the Contract of Employment and as determined by the Athletic Director.

In the event that Mr. Cook engages in any one or more of the above specified acts or omissions, then he shall not, in any event, be entitled to receive any benefits from the Account or otherwise, pursuant to this Agreement, and the University shall retain all of the assets therein.

**Section 5. Payment Schedule.** Subject to the withholding of taxes described in Section 9(g), the University shall pay the amounts credited to the Account as set out in this Section.

(a) Initial Payment. On January 31, 2025, the University will make a payment to Mr. Cook from the vested Account in an amount equal to the Federal, state and local income taxes due pursuant to the vesting of the Account under Section 3(a) and Code Section 457(f).

(b) Second Payment. On the earlier of (i) January 31, 2029 or (ii) thirty days following the date Mr. Cook has a Termination of Employment, the University shall make a payment equal to the remaining vested amounts of the Account to Mr. Cook.

(c) Disability. In the event that Mr. Cook becomes Disabled, no further benefit payments pursuant to Sections 5(a) or 5(b), if applicable, will be made following the date Mr. Cook becomes Disabled. The University will pay Mr. Cook, within 60 days following the date Mr. Cook becomes Disabled, a lump sum payment of the remaining, vested Account balance as of the date Mr. Cook's b

**Section 8. Intent of Parties.** Anything to the contrary notwithstanding, it is the intention of the Parties to this Agreement that the Agreement shall create a contractual obligation to make payments as provided herein. The Parties do not intend, and this document should not be construed, to establish any trust for the benefit of Mr. Cook or to grant him any beneficial interest in the amounts credited to the separate Account established herein until he is entitled to receive payment thereof, nor shall it be construed as an election on the part of Mr. Cook to defer any current compensation to which he might be otherwise entitled by reason of his current employment by the University.

**Section 9. Miscellaneous Provisions.**

(a) Recitals. The recitals set forth above are hereby incorporated herein and confirmed by the parties hereto in their entirety.

(b) Entire Agreement, Amendment. This document constitutes the entire agreement between the parties with respect to the subject matter addressed herein and may not be modified, amended or terminated except by a written agreement specifically referring to this Agreement signed by the Parties hereto.

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