

## Employment Agreement

This EMPLOYMENT AGREEMENT (“Agreement”) is entered by and between the BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY (“University”) and CHARLES MICHAEL SEABOLT (“Coach Seabolt”) and is effective as of June \_\_\_\_, 2021 (“Effective Date”).

**WHEREAS**, the University currently employs Coach Seabolt as its Associate Head Coach / Sport Director for Men’s Soccer pursuant to an Athletics Employment Agreement – Assistant Coach (Associate Coach Agreement) for a Term expiring on December 31, 2021 (“Associate Coach Term”);

**WHEREAS**, the University desires to transition Coach Seabolt to the head coach of the University’s intercollegiate men’s soccer program (“Head Men’s Soccer Coach”) beginning January 1, 2022 pursuant to the terms and conditions set forth herein in this Employment Agreement.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutual covenants and agreements of the parties hereto, the parties agree to the following terms and conditions:

1. **Term of Employment.** Beginning on January 1, 2022, and at the conclusion of the Associate Coach Term, the University will employ Coach Seabolt as its Head Men’s Soccer Coach for a period beginning January 1, 2022 through December 31, 2024 (“Initial Term”) subject to renewal, cancellation, or termination under the terms and conditions provided in this Agreement. Each year within the Initial Term, and each year within any renewal term thereafter, will be referred to as a “Contract Year.”

2. **Duties.** Coach Seabolt shall be responsible for fulfilling the following duties during the terms of this Agreement:

(a) **Head Coach.** During the Initial Term, and any subsequent renewals (provided for in this Agreement), Coach Seabolt shall serve the University as its Head Men’s Soccer Coach, and shall at all times devote his whole time, attention, and energies to the conduct and coaching of the Team on behalf of the University, and to the administration and management of his coaching staff, and shall do and perform all services, acts, and things connected therewith as the Director of Athletics for the University, or his designee, shall from time-to-time direct, which are of a nature customarily and properly belonging to the duties of a Head Men’s Soccer Coach at a college or university.

(b) **Other Activities Permitted.** Notwithstanding any other language in the Agreement, Coach Seabolt shall be permitted to conduct summer soccer camps or clinics for his sole benefit as further described herein. In addition, Coach Seabolt shall be permitted to earn additional outside income through promotional endorsements and contracts, speaking engagements, and other third party opportunities so long as such activities are not inconsistent with

the Employment Contract, or NCAA regulations, and with the prior written approval of the Director of Athletics, which approval shall not be unreasonably withheld.

**3. Compensation.** As of the Effective Date, the University shall pay Coach Seabolt the following compensation:

(a) **Base Salary.** Beginning January 1, 2022, the University shall pay Coach Seabolt Seventy-Two Thousand Dollars (\$72,000) ("Base Salary"), which translates to a gross monthly salary of Six Thousand Dollars (\$6,000) ("Monthly Adjusted Base Salary"). Subject to Section 7, for the duration of the Agreement, Coach Seabolt's Base Salary shall be subject to any and all across-the-board salary increased provided to University's other employees.

(b) **Payment Via University's Standard Payroll Procedure.** Coach Seabolt' salary shall be paid in equal sums at such intervals as the University has established for its payroll procedure, less applicable taxes and withholdings.

(c) **Base Salary as Total Guaranteed Compensation.** The compensation specified in Section 3(a) represents the total guaranteed compensation due and owing Coach Seabolt in consideration of his duties as the University's Head Men's Soccer Coach and employment with the University under this Agreement.

(d) **Eligibility for Incentive Payments.** Coach Seabolt shall be eligible for additional incentive payments as specified in Section 6.

**4. Additional Entitlements.** In addition to the compensation described in Section 3, Coach Seabolt shall receive all benefits and privileges accorded the University administrative, professional and staff employees, such as, but not limited to, paid vacation, sick leave, workers compensation, Missouri State Employees Retirement System ("MOSERS"), hospitalization/medical insurance, life insurance, long-term disability insurance, and other benefits established by the Board of Governors will likewise be accorded to Coach Seabolt. It is agreed that the terms and conditions in the Faculty Handbook will not be regarded as a part of the Agreement, and that Coach Seabolt is not on tenure-track and is not receiving tenure.

**5. Soccer Camp(s).** The University acknowledges that it is in the interest of the University to have a soccer camp(s). In this regard, Coach Seabolt may conduct annual soccer camp(s), and if so for his own benefit and the University shall make available University facilities for that purpose, subject to the following provisions, as long as the Agreement remains in effect and is not canceled or terminated.

(a) **Insurance Obligations.** Coach Seabolt agrees to secure commercial general liability insurance to cover the operation of any camp permitted under this Section 5. Except as contemplated by Section 5(f) below, such policy limits insurance shall be in amounts no less than Five Hundred Thousand Dollars (\$500,000) per person, and Two Million Dollars (\$2,000,000) in the aggregate, with the Board of Governors of Missouri State University named as an additional insured. No such insurance shall be construed to constitute a waiver of any sovereign, governmental or official immunity: Coach Seabolt agrees to increase the liability limits if

requested by the University as a result of a change in Missouri law.

**(b) Mandated Reporter Training.** Coach Seabolt will attend and require his staff to attend any University-required mandated reporter and/or Title IX trainings prior to conducting any soccer camps.

**(c) Use of University's Athletic Facilities.** Coach Seabolt shall be entitled to use the University's soccer fields, including locker rooms, in conducting soccer camps under this Section 5. Other University athletic facilities may also be used in conducting soccer camps, subject to scheduling and availability of these other athletics facilities. Coach Seabolt shall work with the University's Director of Athletics, or his designee to schedule use of these other athletic facilities.

**(d) Use of University's Housing System.** Coach Seabolt shall be given access to the University's residency housing system for use in conjunction with the soccer camps, provided that he shall pay the then current daily summer rate charges per person for housing (including linens) in the summer.

**(e) No Guarantee as to Number of Camp Participants.** Coach Seabolt does not guarantee any number of soccer camp participants or enrollees.

**(f) Registration Fee, Revenue for Soccer Camps.** The registration fee for each enrollee shall be established by Coach Seabolt. Coach Seabolt shall be allowed to retain all revenues and income generated by such camp.

**(g) Use of University Name, Logs in Camp Brochures.** Coach Seabolt may use the University names, logos, and depictions in brochures and similar camp documentation.

**(h) Audit Right of University.** To the extent necessary to ensure compliance with all applicable NCAA rules, Coach Seabolt shall provide all camp records to athletics administrators or other university administrators when requested, or as otherwise required by law. Examples of such records may include, without limitation, rosters, applications, free or discounted admissions, bank statements, expense records, and payroll records.

## **6. Other Compensation and Expenses.**

**(a) Achievement Payments.** During the Term of this Agreement, and subject to Section 7, Coach Seabolt shall be entitled to receive certain payments (before taxes) if the Team performs to certain levels of achievement, in consideration of the additional effort and contributions of Coach Seabolt in obtaining such achievements.

**(i) Academic Progress Rate ("APR").** Coach Seabolt shall be paid the amount of Five Hundred Dollars (\$500.00) for each year, that the Team's NCAA calculated APR meets or exceeds an NCAA APR score of 985.

**(ii) MVC Conference Championship.** In the event that, the Team finishes a season as champion of the Missouri Valley Conference ("MVC") (or any other conference in which

University's Team becomes a member), an additional One Thousand Four Hundred dollars (\$1,400) will be paid to Coach Seabolt.

**(iii) MVC Conference Co-Championship.** In the event that the Team finishes a season as co-champion in the MVC (or any other conference in which University's Team becomes a member), an additional One Thousand Four Hundred dollars (\$1,400) will be paid to Coach Seabolt.

**(iv) MVC Post-Season Tournament Championship.** In any season that the Team wins the MVC's post-season tournament championship (or the post-season tournament championship of any other conference in which University's Team becomes a member), an additional Seven Hundred dollars (\$700) will be paid to Coach Seabolt.

**(v) NCAA Posts-Season Championship Tournament.** In any season that the Team competes in the NCAA soccer post-season championship tournament, an additional Seven Hundred dollars (\$700) per game won by the Team will be paid to Coach Seabolt.

**(vi) Timing of Incentive Payments.** All such achievement payments will be paid to Coach Seabolt within thirty (30) days of the dates earned and shall be paid even if the Agreement is terminated by either party for any reason.

**(b) Expense Allowance.** All necessary and reasonable expenses incurred by Coach Seabolt while recruiting or on official business for the University's men's soccer program will be paid to Coach Seabolt, pursuant to University policy. Such expenses must be approved by the University's Director of Athletics upon presentation of expense vouchers and supporting documents, and such approval shall not to be unreasonably withheld.

**(c) Use of Automobile.** Coach Seabolt shall be furnished with an automobile, pursuant to a lease agreement with the University, for his business and personal use as long as the University and/or the Missouri State University Foundation receives such a vehicle via a trade-out with an automobile dealer in relation to a membership in The Bears Fund. The terms of the lease agreement shall control the use, maintenance, and insurance applicable to such automobile.

**7. Professional and Moral Conduct Required.** It is understood that Coach Seabolt is being employed by the University, a member institution of the NCAA, for the purpose of administering, conducting, and coaching the Team. Coach Seabolt acknowledges and understands that NCAA Bylaw 11.1.1 imposes a presumption of head coach accountability for impermissible acts related to the Team that are committed by those who report to the head coach. Accordingly, Coach Seabolt agrees that he will diligently conduct the Team under his direction in such a manner that NCAA regulations and codes of conduct, whether now existing or hereinafter enacted, will be fully complied with, in all particulars, including, but not limited to, the following:

**(a)** Coach Seabolt will make best efforts to ensure that the Team's student-athletes comport themselves with honesty and sportsmanship at all times.

**(b)** Coach Seabolt shall not accept compensation or gratuities of any kind whatsoever,

either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract.

(c) Coach Seabolt shall not knowingly participate in the management, coaching, officiating, supervision, promotion, or player selection of any all-star contest involving student-athletes which is not certified by the NCAA's Extra Events Committee.

(d) Except as is ordinarily done by a soccer coach at a university, Coach Seabolt shall not represent a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.

(e) Coach Seabolt is required to provide a written detailed account annually to the University President for all athletically-related income and benefits from sources outside the University. Sources of such income shall include, but are not limited to, the following:

- Income from annuities;
- Sports camps;
- Local sports clubs;
- Housing benefits (including preferential housing arrangements);
- Country club memberships;
- Complimentary ticket sales; and
- Television and radio programs.

(f) Coach Seabolt is responsible for overseeing and managing the annual budget allocated for the Team in order to ensure both fiscal responsibility and that Team expenditures do not exceed the allocated program budget. In the event that program expenditures exceed the program budget in a given fiscal year, neither Coach Seabolt nor any assistant coaches for the University's intercollegiate Men's Soccer team (including any strength and conditioning coaches) will be eligible to receive any achievement payments contemplated by Section 6(a) for the applicable athletic season, and their salaries will be subject to review and possible withholding of across-the-board salary increases for the subsequent fiscal year. Moreover, Coach Seabolt agrees that, notwithstanding any other provision of this Agreement, he may be subject to disciplinary action up to and including termination in the event that Team expenditures exceed the allocated program budget.

## **8. Termination.**

(a) **Termination Due to Expiration of Term.** If no extension of the Agreement beyond the Initial Term is made, this Employment Contract shall terminate as of the last day of the Initial Term (i.e. December 31, 2024).

(b) **Termination for Incapacity; Cause.** The Agreement may be terminated at any time during the term, by the University, upon the occurrence of any one of the following events:

(i) **Termination Due to Incapacity.** The Agreement shall terminate automatically if

Coach Seabolt becomes totally disabled within the meaning of the University's disability insurance for employees of Coach Seabolt's staff classification so that he qualifies under the University's long-term disability plan, or if Coach Seabolt becomes permanently disabled. "Permanently disabled" shall mean physical or mental incapacity of a nature which prevents Coach Seabolt from performing his duties under the Agreement for a period of one hundred eighty (180) consecutive days. In the event termination occurs under this section due to permanent disability at a time when Coach Seabolt's University disability plan benefits are not sufficient to fund his compensation during the one hundred eighty (180) day waiting period to qualify under the University's long-term disability plan, the University will supplement those benefits to insure Coach Seabolt receives his full compensation.

**(ii) For just cause.** The term "just cause" is defined as acts by Coach Seabolt constituting or involving dishonesty, moral turpitude, conviction of a felony, Level 1 or 2 infractions of NCAA rules and regulations that occur during the Initial Term or any renewal term, prolonged absence from duty without the consent of the Athletic Director, and/or willful disregard for the welfare and safety of University's student-athletes, which has resulted in serious injury or death. No termination of employment for alleged "just cause" shall occur without first giving Coach Seabolt notice in writing of the cause alleged, and an opportunity to be heard.

**(iii) Effect of Termination for Just Cause.** In the event the University terminates Coach Seabolt employment, under Section 8(b) (ii) above, Coach Seabolt shall not be entitled to any further compensation following the date of such termination, unless otherwise agreed to in writing by the University. He will, however, be entitled to all compensation and achievement payments earned through the date of termination.

## **9. Termination Without Cause.**

**(a) Termination Without Cause by Coach Seabolt.** Coach Seabolt may Terminate this Agreement if he gives notice of termination to the Director of Athletics and pays, or causes another party to pay the Liquidated Damages Amount (as defined and calculated herein) to the University. Subject to Section 9(d) below, the Liquidated Damages Amount will be calculated by multiplying the remaining months of the Agreement by Two Thousand Five Hundred Dollars (\$2,500.00), it being agreed by the parties that such liquidated sum shall be appropriate as damages to the University in the case of such cancellation or breach of contract by Coach Seabolt, actual damages being difficult to determine. Said Liquidated Damages Amount shall be paid within thirty (30) days following the notice of termination by Coach Seabolt. Such liquidated sum shall be a full and complete settlement of all amounts due University as a result of said termination of the Agreement by Coach Seabolt.

**(b) Termination Without Cause by University.** Notwithstanding any provision of this Agreement to the contrary, University may also elect to terminate this Agreement in any Contract Year by notification to Coach Seabolt in writing, at the end of any contract year by notification to Coach Seabolt in writing, on or before February 2 ("Termination Date"). It is understood and agreed that termination does not require just cause or any cause. In the event of termination by University, Coach Seabolt shall receive, subject to Section 9(d), payment for the

number of months remaining on the Agreement times Two Thousand Five Hundred dollars (\$2,500), it being agreed by the parties that such liquidated sum shall be appropriate as damages to Coach Seabolt in the case of such cancellation by University, actual damages being difficult to determine. Said liquidated sum shall be paid within thirty (30) days following the Termination Date. In the event of cancellation by the University, such liquidated sum will be accepted by Coach Seabolt as a full and complete settlement of all amounts would otherwise be payable to him after the Termination Date. MOSERS retirement will not be paid on the Liquidated Damages Amount. However, standard payroll deductions for social security and income tax shall be withheld. Coach Seabolt will also be paid on or before the Termination Date any and all amounts actually earned by Coach Seabolt on or before the Termination Date. Nothing herein shall be construed as limiting University's ability and right to terminate the Agreement for cause according to the terms of Section 9. The parties remain free to negotiate, by agreement, any other settlement amount or liquidated sum in the event of termination or alleged breach of this Agreement by either party, although they are not required to do so.

**(c) Limitation of Liquidated Damages Payments.** Should either Coach Seabolt or University exercise their right to terminate this Agreement as set forth in Section 9(a) or 10(b), the Liquidated Damage Amount due the other party shall be based on the number of months remaining on the Agreement, up to a maximum of twenty-four (24) months in the case of payment by the University and up to a maximum of twelve (12) months in the case of payment by Coach Seabolt.

**(d) Relief of Duties Upon Cancellation or Termination.** Upon notification that employment will be terminated or that the Agreement will not be extended beyond its Initial Term, Coach Seabolt may be relieved by the Director of Athletics from some or all additional duties, and if so Coach Seabolt shall utilize all available accrued vacation prior to the termination date.

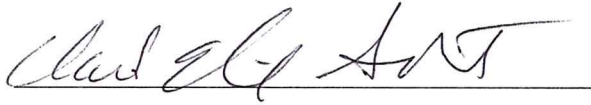
**10. Missouri Law.** This Agreement shall be interpreted and construed in a manner consistent with the laws of the State of Missouri, including, without limitation, the Missouri Sunshine Law, as set forth in Mo. Rev. Stat. § 610.010, *et. seq.* Coach Seabolt acknowledges that the Agreement is a public document under the Missouri Sunshine Law, which the University may release without prior notice to him.

**11. Entire Agreement.** This Agreement constitutes the entire understanding between the parties, all previous oral and written statements, negotiations, and prior employment contracts having been incorporated herein. It may only be amended by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement is effective as of the Effective Date first indicated above.

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**COACH SEABOLT**



Charles Michael Seabolt

Missouri State University, Men's Soccer

**BOARD OF GOVERNORS  
OF MISSOURI STATE UNIVERSITY**



Clifton M. Smart, President



## First Amendment to Employment Agreement

This FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“First Amendment”) is entered by and between the BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY (“University”) and CHARLES MICHAEL SEABOLT (“Coach Seabolt”) and is effective as of February 17, 2023 (“Effective Date”).

**WHEREAS**, the University currently employs Coach Seabolt as its Head Coach / Sport Director for the University’s intercollegiate men’s soccer program (“Program”), pursuant to an Employment Agreement (“Agreement”) for an Initial Term expiring on December 31, 2024 (“Term”);

**WHEREAS**, in light of the continuing success of the Program, the University desires to extend the Term of the Agreement for an additional year, pursuant to the terms and conditions set forth herein in this Employment Agreement.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutual covenants and agreements of the parties hereto, the parties agree to the following terms and conditions:

1. Section 1 of the Agreement is hereby stricken in its entirety and replaced with the following Section 1:

**1. Term of Employment.** The University does hereby employ Coach Seabolt as its Head Men’s Soccer Coach for a period beginning January 1, 2022 through December 31, 2025 (“Initial Term”) subject to renewal, cancellation, or termination under the terms and conditions provided in this Agreement. Each year within the Initial Term, and each year within any renewal term thereafter, will be referred to as a “Contract Year.”

2. Section 8(a) of the Agreement is hereby stricken its entirety and replaced with the following Section 8(a):

**8. Termination.**

**(a) Termination Due to Expiration of Term.** If no extension of the Agreement beyond the Initial Term is made, this Employment Contract shall terminate as of the last day of the Initial Term (i.e., December 31, 2025).

3. **Capitalized Terms.** Capitalized terms that are not defined in this First Amendment retain the same meaning and definition as ascribed to them in the Agreement.

4. **Ratification.** Except as expressly indicated in this First Amendment, all other terms and conditions of the Agreement are hereby ratified and affirmed, and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date first indicated above.

**COACH SEABOLT**

**BOARD OF GOVERNORS  
OF MISSOURI STATE UNIVERSITY**



Charles Michael Seabolt  
Missouri State University, Men's Soccer



Clifton M. Smart, President

## Second Amendment to Employment Agreement

This SECOND AMENDMENT TO EMPLOYMENT AGREEMENT ("Second Amendment") is entered by and between the BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY ("University") and CHARLES MICHAEL SEABOLT ("Coach Seabolt") and is effective as of January 1<sup>st</sup>, 2024 ("Effective Date").

**WHEREAS**, the University currently employees Coach Seabolt as its Head Coach / Sport Director for the University's intercollegiate men's soccer program ("Program"), pursuant to an Employment Agreement ("Agreement") for an Initial Term expiring on December 31, 2024 ("Term");

**WHEREAS**, on or about February 17, 2023, the parties previously amended the Agreement in order to extend the Initial Term through December 31, 2025; and

**WHEREAS**, in light of the continuing success of the Program, the University desires to further extend the Term of the Agreement for an additional year, pursuant to the terms and conditions set forth herein in this Employment Agreement.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutual covenants and agreements of the parties hereto, the parties agree to the following terms and conditions:

1. Section 1 of the Agreement is hereby stricken in its entirety and replaced with the following Section 1:

**1. Term of Employment.** The University does hereby employ Coach Seabolt as its Head Men's Soccer Coach for a period beginning January 1, 2022 through December 31, 2026 ("Initial Term") subject to renewal, cancellation, or termination under the terms and conditions provided in this Agreement. Each year within the Initial Term, and each year within any renewal term thereafter, will be referred to as a "Contract Year."

2. Section 8(a) of the Agreement is hereby stricken its entirety and replaced with the following Section 8(a):

**8. Termination.**

**(a) Termination Due to Expiration of Term.** If no extension of the Agreement beyond the Initial Term is made, this Employment Contract shall terminate as of the last day of the Initial Term (i.e., December 31, 2026).

3. Section 9, Termination Without Cause, is hereby stricken in its entirety and replaced with the following Section 9:

**9. Termination Without Cause.**

**(a) Termination Without Cause by Coach Seabolt.** Coach Seabolt may terminate this Agreement if he gives notice of termination to the Director of Athletics and pays, or causes another party to pay, the Liquidated Damages Amount (as defined and calculated herein) to the University. In the event that Coach Seabolt terminates the Agreement with more than one (1) Contract Year remaining in the Term, he shall owe University Liquidated Damages in the amount of one-half (1/2) of his annual salary at the time of termination, it being agreed by the parties that such liquidated sum shall be appropriate as damages to the University in the case of such cancellation or breach of contract by Coach Seabolt, actual damages being difficult to determine. Said Liquidated Damages Amount shall be paid within thirty (30) days following the notice of termination by Coach Seabolt. Such Liquidated Damages shall be a full and complete settlement of all amounts due University as a result of said termination of the Agreement by Coach Seabolt. In the event that Coach Seabolt terminates this Agreement with one (1) Contract Year or less remaining in the Term, no Liquidated Damages shall be owed to University.

**(b) Termination Without Cause by University.** Notwithstanding any provision of this Agreement to the contrary, University may also elect to terminate this Agreement in any Contract Year by notification to Coach Seabolt in writing, at the end of any Contract Year by notification to Coach Seabolt in writing, on or before February 2 ("Termination Date"). It is understood and agreed that termination does not require just cause or any cause. In the event that the University terminates the Agreement without cause under this Section 9(b), Coach Seabolt shall receive Liquidated Damages in the amount of one year's annual salary, it being agreed by the parties that such liquidated sum shall be appropriate as damages to Coach Seabolt in the case of such cancellation by University, actual damages being difficult to determine. For the avoidance of doubt, in the event of such termination by University, the Liquidated Damages owed to Coach Seabolt by University will be his then annual salary for one (1) year, irrespective as to how many years remain in the Term of this Agreement. In the event of cancellation by the University, such liquidated sum will be accepted by Coach Seabolt as a full and complete settlement of all amounts would otherwise be payable to him after the Termination Date. MOSERS retirement will not be paid on the Liquidated Damages Amount. However, standard payroll deductions for social security and income tax shall be withheld. Coach Seabolt will also be paid on or before the Termination Date any and all amounts actually earned by Coach Seabolt on or before the Termination Date. Nothing herein shall be construed as limiting University's ability and right to terminate the Agreement for cause according to the terms of Section 9. The parties remain free to negotiate, by agreement, any other settlement amount or liquidated sum in the event of termination or alleged breach of this Agreement by either party, although they are not required to do so.

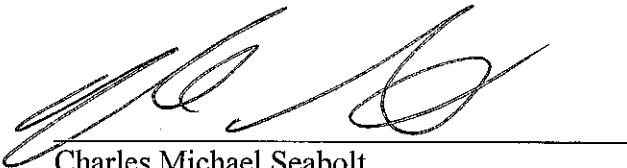
**(c) Relief of Duties Upon Cancellation or Termination.** Upon notification that employment will be terminated or that the Agreement will not be extended beyond its Initial Term, Coach Seabolt may be relieved by the Director of Athletics from some or all additional duties and, if so, Coach Seabolt shall utilize all available accrued vacation prior to the termination date.

4. **Capitalized Terms.** Capitalized terms that are not defined in this First Amendment retain the same meaning and definition as ascribed to them in the Agreement.

5. **Ratification.** Except as expressly indicated in this Second Amendment, all other terms and conditions of the Agreement are hereby ratified and affirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the Effective Date first indicated above.

**COACH SEABOLT**



Charles Michael Seabolt  
Missouri State University, Men's Soccer

**BOARD OF GOVERNORS  
OF MISSOURI STATE UNIVERSITY**



Clifton M. Smart, III, President