

LETTER OF AGREEMENT

Date: November 29, 2011

Between:

William H. Moos, Athletic Director
Washington State University

and

Mike Leach
Head Football Coach

This memorandum summarizes the terms of an offer and acceptance for the head football coach position at Washington State University. The following terms will be incorporated into a formal contract:

Term: The Term of the Agreement shall commence as December 1, 2011 and conclude on December 31, 2016, covering an initial period of five (5) years and (one month: December 1, 2011 – December 31, 2012). After the second full contract year has elapsed on December 31, 2013, this Agreement shall become a rotating five (5) year Agreement. On December 31, 2013, the period of the Agreement shall again become five (5) contract years, running from January 1, 2013, through December 31, 2018, unless prior to January 1, 2013, written notice is given by either party stating that the period of the Agreement shall conclude instead on December 31, 2016, thereby stopping the automatic extension rotation. If neither party provides said notice to the other party by December 31, 2013, the Agreement thereafter becomes a full five (5) year commitment and the same notice provision shall apply every December 31st thereafter, permitting either party to stop the Agreement's automatic extension rotation and set a termination date on the first December 30th which is four (4) full contract years subsequent to the applicable December 31 notice date, provided that timely notice is given hereunder. If notice is provided stopping the automatic extension rotation, the rotation will not start anew unless and until both parties agree in writing to renew the automatic extension rotation.

Compensation: The following are annual guaranteed amounts:

Base Salary: \$2,000,000

Supplemental Product Endorsement: \$150,000

Supplemental Television/Media Talent: \$100,000

Total guaranteed amount: \$2,250,000

Incentives: Each employment year the following additional incentives shall be paid if applicable:

Apple Cup Victory \$25,000

Non-BCS Bowl Game \$75,000

BCS Bowl Game \$100,000

BCS National Title Game \$200,000

Pac-12 North Champion \$50,000

Pac-12 Conference Champion \$100,000 (non-inclusive)

If Any Final National Ranking (BCS, AP, USA Today, Harris): Top 25 - \$50,000;
Top 10 - \$100,000 (non-inclusive)

Academic Achievement – Pac-12 Public School Grad Rate: #1 - \$25,000;
Public School Top 4 - \$15,000 (non-inclusive)

Conference Coach of the Year \$25,000

National Coach of the Year \$50,000

Benefits: In addition to all standard university benefits:

Tickets: Twelve seat family suite plus 20 football tickets

Country Club or Health Club Membership: One

Courtesy Vehicle: Two

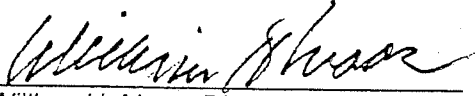
Summer Camp: Net proceeds distributed at Head Football Coach's discretion

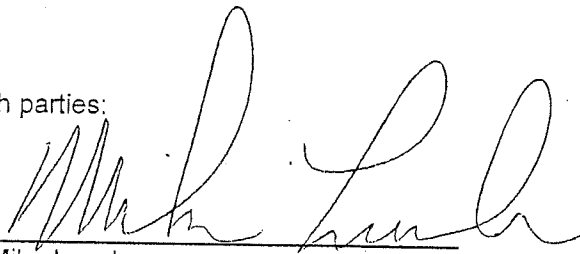
Termination Without Cause: Should Head Coach be terminated without cause prior to the termination of the Employment Agreement he will receive liquidated damages in an amount equal to sixty percent (60%) of the remaining Base Salary for the term of the Agreement. Head Coach shall have a duty to mitigate liquidated damages by making reasonable and diligent efforts to obtain comparable employment.

Termination by Employee: \$2,250,000 reduces \$450,000/year to zero after year five.

The above offer requires and is contingent on final university approval and the position being available.

Signature below constitutes agreement between both parties:


William H. Moos, Director of Athletics
Washington State University


Mike Leach
Head Football Coach