Leonard Bias -- Letter Confirming Understanding of Representation of Athlete by Agent.

Advantage International

A. Lee Fentress
Managing Director
April 3, 1986
Mr. Leonard K. Bias
1925 Columbia Avenue
Landover, MD 20785
Dear Leonard:

This letter will confirm the understanding between you and Advantage International, Inc. ("Advantage"), regarding the planning and management of your professional basketball career and related business affairs. Please review this letter, and if you agree that it accurately sets forth our understanding, sign and return the enclosed copy. Based upon our discussions, Advantage will serve as your business advisor, representative, and manager as follows:

1. Contract Negotiation Representation.

Advantage will serve as your representative in all professional basketball contract negotiations.

2. Merchandising Representation.

As a result of your international reputation as a professional basketball player, various income-producing merchandising opportunities will be available to you, including product endorsements, exhibitions and clinics, television and speaking appearances, books and films.

Advantage will serve as your exclusive representative worldwide in developing, negotiating and managing these merchandising activities on your behalf. In all cases, we will obtain your approval before confirming your acceptance of any offer. As an aid in developing these opportunities for you, we will prepare a personal promotional package containing your biography and career highlights, photographs and important newspaper and magazine feature stories.

3. Business and Financial Management.

Advantage agrees to serve as your business and financial manager. As your financial advisors, we will develop a personal, long-term financial plan for you which will coordinate your investments, taxes, monthly budget, and estate planning. In implementing this plan, it will be our responsibility to work with you to fulfill the following specific duties each year of this agreement:

a. preparation and filing of your federal and state tax returns;

b. find and analyze investment opportunities that provide economic and tax advantages;

c. provide advice with respect to any investment opportunities that are recommended to you from other parties;

d. monitor your investments on a regular basis and submit written reports to you at least quarterly each year the status of each investment;

e. maintain a money market account on your behalf;

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f. oversee all of your monthly bills on a regular basis and pay all of these bills on a monthly basis;

g. prepare and closely monitor a monthly budget that is agreed upon before implementation;

h. send to you a monthly statement showing all transactions of the balance of your savings account maintained by our office in Washington;

i. send to your bank in the NBA franchise locale, a monthly budget check for deposit;

j. prepare and submit to you annual tax projections at least twice a year;

k. prepare and submit to you annual cash flow projections at least twice a year summarizing your financial position;

l. prepare a five year cash flow and tax projection and continually monitor your current position to insure that there is no great deviation with this plan;

m. recommend and provide for all of your insurance needs, including life, property, health, disability and liability;

n. oversee your estate planning including preparation of wills, and where advisable, trust agreements;

o. to be available to set up IRS and Keogh plans and see that payments are made annually;

p. to be available to assist you in the negotiation, purchase and closing of any major items such as residence, condominium, automobile, or other large items;

q. to otherwise be available to you and your family to assist and advise you regarding your overall business and financial affairs.

4. Fees.

(a) For the contract Negotiation services performed for you, you agree to pay Advantage a fee of Three percent (3%) of the gross value of your NBA contract.

(b) For the Merchandising services performed for you as described in Paragraph 2, you agree to pay Advantage Twenty percent (20%) of all compensation you receive (including real and personal property at fair market value) pursuant to any agreement, arrangement, or association which is entered into or on which negotiations substantially commenced during the term of this Agreement, and any renewal, extension, or modification thereof, regardless of whether such compensation is paid during the term of this Agreement or thereafter. You agree that all such merchandising compensation shall be paid directly to Advantage, and that we shall deduct our merchandising fee and promptly pay the balance to you.

(c) For the Business and Financial Management services performed for you as described in Paragraph 3, you agree to pay Advantage an annual retainer not to exceed Two percent (2%) of all income you receive pursuant to the terms of your player contract.

5. Term.

The term of this agreement shall commence _____, 19_____, and shall continue in effect thereafter from year to year unless terminated by either party by notifying the other in writing at least sixty (60) days before the date when such termination will take effect.

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6. Special Rights.

Although you have agreed that Advantage shall be your exclusive worldwide representative, you have not waived any of your rights under U.S. federal securities laws. Accordingly, you are not precluded from seeking the assistance of any person, including attorneys, in order to pursue such rights.

7. Assignment.

This Agreement cannot be assigned without the prior written consent of both parties.

Sincerely,
ADVANTAGE INTERNATIONAL, INC.
BY: _____
BY: _____
ACCEPTED AND AGREED:

_____
Leonard K. Bias

Date: 4-7-86

Taken from Exhibit 2, to case entitled *JAMES BIAS, as personal representative of the Estate of LEONARD KEVIN BIAS, Deceased* v. *ADVANTAGE INTERNATIONAL, INC., et al.,* Superior Court for the District of Columbia, Civil Division, Civil Action No. 518587.

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